The Solicitors' Journal
and Weekly Reporter.
(ESTABLISHED IN 1857.)
LONDON, NOVEMBER 16, 1912.

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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Judicature Commission.

THE PRIME MINISTER stated in the House of Commons, on the 8th inst., that the terms of the reference to the Royal Commission on the Royal Courts of Justice, which is about to be appointed, will be "To inquire into the complaints of delay in the hearing of actions and appeals and Crown cases in the King's Bench Division of the High Court of Justice, and whether any reforms should be adopted, and to report thereupon." It will thus be seen that the scope of the inquiry appears to be strictly limited. It is, of course, necessitated by the accumulation of arrears in the King's Bench Division, and the necessity of proving to the House of Commons that the appointment of an additional judge or judges is really justified; and perhaps it is not surprising that with so much public business on hand, there should be an indisposition to re-open the general question of civil judicature which was dealt with more or less successfully by the Judicature Acts of 1873 and 1875. As it is, the commission will have to inquire into the effect of the circuit system and the Long Vacation on the disposal of judicial time, and the inquiry may take a wider scope than the terms of the reference at first suggest.

The Lord Chancellor at the Mansion House.

FROM VARIOUS speeches which the Lord Chancellor has made lately, he seems to have a little difficulty in freeing himself from the associations of the office which interrupted his career as a lawyer. It was as a soldier, he observed at the Lord Mayor's banquet, that he last spoke there. "To-night I speak as a lawyer, but I was a lawyer then and I am a soldier now." It is perhaps a little difficult to imagine Lord HALDANE in the character which he metaphorically assumes, but, in the greater office which he now holds, there is no reason to grudge him such alleviation as he can derive from the memories of his civilian command of the War Office. The progress from arms to law characterizes all civilization, and now happily the Lord Chancellor has followed the natural course and returned to the law. Whether, in the same speech, he was right in exalting service in the House of Commons as the fitting

prelude to a judicial career may be questioned. No doubt the Bench is the better for an occasional member who has been conversant with political life; and the mixture of law and politics in certain offices, as in the Chancellorship itself, is a necessary part of our present system. But the fitness for judicial office which characterizes lawyers who attain to high Government rank is not so evident in the class who try to make the House of Commons a stepping-stone to a judgeship, and, for ordinary judicial appointments, whether to the High Court or the county court, political service is in general regarded as a disqualification rather than otherwise. Happily, of late years, there has been little ground to complain of judicial appointments in this respect.

The Revival of Flogging.

THE CRIMINAL LAW AMENDMENT BILL, if it passes through the House of Lords and receives the Royal Assent in the form in which it has left the House of Commons, will be memorable as the first Act of the British Parliament during the last fifty years which has sanctioned the punishment of flogging in the case of adult males. The Vagrancy Act of 1824 and the Garotters' Act of 1853 are, indeed, its only companions on the statute-book. The new departure is, in our opinion, very greatly to be regretted. The comparative ease with which it has been carried is bound to stimulate the advocates of flogging—always fairly numerous among our politicians—to make renewed attempts in favour of establishing it for other offences as well. The present case has been described by the Home Secretary as a special case requiring special treatment; each successive offence, as to which an attempt is made to restore this penal remedy, will be similarly described by its advocates with greater or less plausibility. Already, indeed, we have signs that the enlightened views of punishment which ROMILLY and PEEL put into practice in the first quarter of last century are losing their hold upon the minds of some judges and many chairmen of quarter sessions. One learned judge has recently recommended the use of the lash as a deterrent for tramps who set fire to haystacks, and casuals who break windows in order to get a night's lodging. The chairman of Middlesex Quarter Sessions is a frequent advocate of the cat for armed burglars. Mr. LAWRIE has used the birch freely in the last few months for the purpose of dealing with vagrants who commit indecent offences. And the public press has found correspondents who propose the flogging of suffragettes who break windows or burn theatres.

The Prevention of Crime.

The truth is, that a deep-lying fallacy rests behind advocacy of this sort. People who commit crime do not, as a rule, calculate carefully the respective values of the advantage to be gained and the punishment to be risked. Their wills are too weak, their imaginations too limited, and very often their knowledge of criminal law too inadequate, for any effort of that kind. They act either under impulse, or else as the result of a gradual enticement into crime by a series of tempting opportunities, which finally lead to the commission of an offence before the criminal altogether appreciates the path along which he is moving. Once involved in crime and convicted of it, the offender finds it all but impossible to regain a sure footing in the social system, and, however much he dreads the punishment, he is driven back by degrees to his old associates and his old ways. This is, probably, the explanation of the historic fact that the fear of severe physical agony is not in actual experience a really effective deterrent. Indeed, those who advocate the employment of flogging, although they talk of their aim as merely deterrent, use arguments which shew that retribution really bulks in their thoughts. They speak of the crime which they wish to punish in this way as "odious," and endeavour to brand the offender as too "odious" to be capable of undergoing further degradation. But views of this kind as to human nature overlook the fact that the individual who commits an odious offence is usually corrupted by insensible degrees through living in the company of vicious men and women; he does not begin life with a desire to follow a vicious career. Crime, in truth, is a social disease, and the pena reformer should never assume that any individual is an incurabl case, or advocate a punishment which is based on that assumption

The Proposed Increase in Law Lords.

THE Appellate Jurisdiction Bill, which has been introduced in the House of Commons by the Law Officers, is intended to make the House of Lords and the Judicial Committee of the Privy Council equal to the increased work which appeals from different parts of the Empire are likely to impose upon them. The memorandum prefixed to the Bill states that the proposals of the Government at the Imperial Conference in 1911, were "that they should add to the highest Court of Appeal, both for the United Kingdom, and the Dominions and Colonies, by selecting two English judges of the finest quality; that the quorum should be fixed at, say, five, and that this court should sit successively in the House of Lords for United Kingdom appeals and in the Privy Council for appeals from the Dominions and Colonies." These proposals were unanimously adopted by the Conference. It is also stated that, apart from this, the judicial strength of the House of Lords and the Judicial Committee is not sufficient to overtake the work, which is increasing. At present, under sections 6 and 14 of the Appellate Jurisdiction Act, 1876, the number of Lords of Appeal in Ordinary is four, and their salaries are £6,000. The present Bill, by clause 1, proposes that the number shall be raised from four to six, and by clause 2 the salaries of future Lords of Appeal are to be £5,000. By clause 3 Lords of Appeal are made *ex officio* judges of the Court of Appeal, but are not to be required to sit there unless upon the request of the Lord Chancellor they consent to do so, and whilst so sitting and acting they are to rank therein according to their precedence as peers. The description of the judges to be appointed as "judges of the finest quality" has a commercial tone about it which is hardly in place, though we have no doubt it will be accurate enough. It may be remembered, however, that judges of this stamp ought not to be sent to the Judicial Committee to play what may be a formal part in single judgments. To give the court and its judges the position it deserves, the ordinary practice of separate and, where necessary, dissentient judgments should be introduced. The House of Lords, as a Court of Appeal, and the Judicial Committee are courts, and in this lies their real weight, whatever forms tradition may impose on them.

Solicitors as Officers of a Company.

THE QUESTION whether a solicitor to a company can be properly described as an officer of the company was considered by EVE, J., this week in *Re Harper's Ticket, &c., Machine (Limited)* (*Times*, 13th inst). In that case it was provided by the articles of association that the office of director should be vacated if the director accepted or held any other office in the company except that of managing director or manager. A resolution was passed that a firm of solicitors, two of whom were directors of the company, should be solicitors to the company, and subsequently they took part as directors in issuing debentures. It was contended that the debentures were void on the ground that the solicitors had, by holding the office of solicitors, ceased to be directors, and that the debentures were in consequence issued by an insufficient number of directors. But EVE, J., had little difficulty in holding that the contention was unsound. A solicitor may, indeed, make himself an officer of the company, and this seems to be the result where he is appointed to do all the work of the company at a fixed salary, and foregoes his ordinary right to solicitor's remuneration. So it was held in *Re Liberator Permanent Building Society* (71 L. T. 406), where, however, the solicitor had also practically acted as the society's financial manager. In that case he was held liable as an "officer," for misfeasance under section 10 of the Companies Winding-up Act, 1890. But where a solicitor is appointed solicitor to a company, without more, he does not, as CAVE, J., pointed out in that case, become an officer of the society any more than a banker, or a broker, or an auditor, when they are appointed to act in those capacities for the company: see *Re Great Wheel Polgooth (Limited)* (32 W. R. 107); *Carter's Case* (31 Ch. D. 494). The resolution to employ the solicitors amounted

only to an intention to employ them, and bound no one for the future.

Theatres and Obstruction from Crowds.

THE DEATH of Mr. PENLEY, the actor, recalls the case of *Barber* v. *Penley* (1893, 2 Ch. 447), in which the law of nuisance from the obstruction of a highway was discussed. Mr. PENLEY was lessee of the Globe Theatre, and the plaintiff was occupier of a lodging-house adjoining the theatre. According to the report the defendant had, shortly before the commencement of the action, started the performance of a play called "Charley's Aunt," which became at once extremely popular. The doors of the theatre were opened for the evening performance at 7.30 p.m., and crowds of persons collected every evening in the street, outside the pit entrance, previously to the opening of the doors. The crowd began to collect about 5.30 p.m., and, during the two hours previous to the opening of the doors, occupied the pavement in front of the plaintiff's premises in such way as to obstruct access to them, notwithstanding that police men had been employed, at the expense of the defendant, to preserve order. It was held that the plaintiff was entitled to an injunction, though, since the nuisance was otherwise abated, it was not, in fact, necessary to grant it. The offence of causing a crowd of people to assemble, to the annoyance of neighbours, has often been the subject of proceedings for nuisance; and the Home Secretary was recently asked, in the House of Commons, why shopkeepers were summoned for assembling crowds by attractive window display, while no action was taken against the managers of theatres for the queues which were formed, especially in the Strand, causing loss of time and inconvenience to pedestrians? The answer was that, when window dressing of an exceptional character caused crowds to assemble, which actually obstructed the footway, the shopkeepers responsible could be proceeded against under The Highway Act, 1835. The police, however, rarely prosecuted, and never until the usual notice had been given. Theatre queues, it was said, had a kind of prescriptive status, but in the event of their being so badly regulated as to obstruct the free passage of pedestrians, the police would be compelled to deal with them. Complaints have recently been made of the increasing obstruction from queues in front of theatres, and any suggestion that they have a prescriptive status is likely to be vigorously contested.

The Authority of an Architect.

LORD BLACKBURN'S famous *dictum*, "If a man black my boots without my knowledge or consent, what can I do but wear them?" is familiar to all; but—like other *dicta*—the trouble begins when an attempt is made to apply the principle to circumstances less simple than those supplied in the illustration. The attempt to so apply it in *Ramsden & Carr* v. *Chessum & Sons* (*Times*, November 7th) led Mr. Justice HAMILTON, in the first instance, supported by Lord Justice KENNEDY in the Court of Appeal, to take one view, whereas the remaining two judges in that court (VAUGHAN WILLIAMS and BUCKLEY L.JJ.) took just the opposite view and reversed his judgment. The defendants were contractors who had undertaken to erect a picture theatre; they had power to sub-let the work of supplying (*inter alia*) door handles and door furniture to sub-contractors whom the building owner's architect should approve, and whose work was in accordance with the specifications contained in the building contract. The architect, as a matter of fact, gave the plaintiffs an order for the supply of those requisites; clearly such an order was *ultra vires*, and in no way bound building owner nor contractor, since the architect was only an agent to approve sub-contractors and materials supplied, not an agent to give orders. On this point all the judges were agreed. But the goods so supplied by the plaintiffs were, in fact, used by the defendants, who were ignorant of the way in which they had reached their premises; they turned out to be not in accordance with specifications, and the building owner refused to pay the contractors for them. The plaintiff, however, sued the contractors for goods supplied, and Mr. Justice HAMILTON found a verdict in their favour. He took the view that the goods had been accepted and used by the defendants, and that therefore there was an implied promise to pay for them. They could have rejected them, if they had liked, and so the famous *dictum* we have quoted did not apply. But the majority of the Court of Appeal did not see the case in this light. They held, in the words of Lord Justice BUCKLEY, that there must be a delivery of the goods to the defendant and a user of them by him for his benefit, before the liability under the implied contract could attach. Here they had not been used by defendants for their benefit; they had never received payment for the goods from the building owner, and so had not benefited by them. This doctrine seems a little over-subtle, and, in the event of an appeal to the House of Lords, we should not be surprised if it were reversed.

Restraint of Trade.

IN THE case of the *Provident Supply Co.* (*Limited*) v. *Mason* reported elsewhere, the Court of Appeal reversed a judgment of the Divisional Court upon the construction of a restraint clause in an agreement for service. The defendant was a collector employed at Islington by the company, and his contract of employment contained a restrictive covenant which purported to restrain him, for a period of three years, from undertaking similar service within twenty-five miles of "London aforesaid, where the company carry on business, or within twenty-five miles of any place where the said Mason shall have been employed by the company at any time during the continuance" of the agreement. "London aforesaid," it appeared from a previous clause, meant "London, in the county of Middlesex." Now, the law does not know of any such place as "London, in the county of Middlesex." It knows of the County of London, which is not in Middlesex, but consists of areas which formerly were partly in that county, and partly in Surrey, Kent, or Essex. It also knows of the City of London, which is a county itself; and Islington, where the defendant was employed, is not within the City of London. The Divisional Court, accordingly, took the view that this covenant was too vague to be enforceable, and dissolved an injunction granted by a county court judge. But on appeal the Court Appeal took a view which at first sight is a little unexpected. They took the view that evidence would be admissible to explain what the party meant by London, just as it would be admissible to explain what they meant by "Bayswater," had they used that term. They ruled on the facts that the place where defendant now served was within twenty-five miles of London, as the parties understood the term, and therefore restored the injunction. The rule of construction applied by the court certainly seems just a little novel. It is true that parol evidence is admissible to shew the subject-matter to which a document applies or refers: *Doe* v. *Needs* (1836, 6 L. J. Ex. 59). In the case quoted the ambiguous subject-matter was a person referred to by name in a will as "George Gord the son of Gord," and parol evidence was admitted to shew whom the testator understood by that name. But this rule does not apply to patent ambiguities (*Colpoys* v. *Colpoys*, 53 R. R. 42), nor to cases in which a definite meaning has been assigned to a word or term by statute: *Smith* v. *Wilson* (1 L. J., K. B. 194). Either of these principles would seem to make it very difficult to permit extrinsic evidence as to what is meant by such a familiar term as "London."

Thefts in the Law Courts.

FEW PEOPLE will be surprised to hear that thieves and pickpockets are often to be found among the idlers who frequent our courts of justice, but they may be more surprised to hear that thefts are perpetrated in the immediate neighbourhood of the judgment seat. Such offences must be considered, in the worst sense of the term, a contempt of court. But thefts of hats and coats were common in the criminal courts more than a century since; and in the days of the Exchequer Chamber at Westminster, one of the judges, after removing his judicial robes, found that he had nothing to substitute for them, and was detained after the rising of the court, until his necessities could be supplied. And we now learn that, on the opening day of the sessions of the Old Bailey, despite the fact that over fifty detectives were in the building as well as a large number of officers in uniform, a thief made his way upstairs to the room

allotted to the barristers' clerks, and walked away with an overcoat, a mackintosh and two umbrellas. The housekeeper's office was some months ago broken into and about £30 stolen. We have had at different times serious doubts as to the benefit arising from an indiscriminate admission of the unemployed to our courts of justices. In many instances the sole object of the visitor is a shelter from inclement weather, and he appears to take the earliest opportunity of sinking into slumber; and it can hardly be disputed that the presence of such persons must add seriously to the difficulty of preserving a healthy atmosphere in the courts. Possibly the "man in the street" had better stay there.

The Divorce Commission Report.

I.

THE report of the Divorce Commission, which has just been issued, is a document of profound social and legal importance. It embodies the first systematic attempt which has ever been made to inquire into the grounds and circumstances which justify the dissolution of marriage, and it may be expected to be followed by legislation which will appreciably enlarge both the grounds of divorce and the facilities for obtaining it. A minority report has been presented by three Commissioners—the Archbishop of York, Sir WILLIAM R. ANSON, and Sir LEWIS T. DIBDIN. To some extent they are in agreement with the majority report signed by the Chairman, Lord GORELL, and eight other commissioners, but on the question of extended grounds for divorce they differ—save as regards placing husband and wife on the same footing—from their colleagues, and they are not so ready to extend the facilities for obtaining divorce. These matters—especially the former—are fundamental, and not improbably the majority report will carry more weight.

The subjects dealt with in the report, and the considerations brought under review, are too important to be dealt with summarily. In this article we can only indicate some of the matters which form the basis of the report and state generally the conclusions at which the commissioners arrive. A more detailed examination of these conclusions must be reserved for future articles. The commission was appointed in 1909 "to inquire into the present state of the law and the administration thereof in divorce and matrimonial causes, and applications for separation orders, especially with regard to the position of the poorer classes in relation thereto, and the subject of the publication of reports of such causes and applications; and to report whether any and what amendments should be made in the law, or the administration thereof or with regard to the publication of such reports." The commissioners were empowered to make an interim report, specially with a view to the redress of hardship to the poorer classes under the existing law, but this they did not find it expedient to do. Sir RUFUS ISAACS, one of the original commissioners, resigned shortly after he became a law officer, and Sir FREDERICK TREVES succeeded him. The EARL of DERBY also resigned, and Sir GEORGE WHITE, who took an active part in the work of the commission, and in substance agreed with the views of the majority, died last May. Their places were not filled up. The majority report is signed, in addition to Lord GORELL, already mentioned, by Lady FRANCES BALFOUR, Mr. THOMAS BURT, Lord GUTHRIE, Sir FREDERICK TREVES, Judge TINDAL ATKINSON, Mrs. TENNANT, Mr. BRIERLEY, Stipendiary Magistrate of Manchester, and Mr. J. A. SPENDER.

The Commission originated in a motion made by Lord GORELL in the House of Lords, on the 14th July, 1909, in favour of the extension to the county courts of jurisdiction in divorce and matrimonial cases. The motion itself did not contemplate any alteration in the law of divorce, but this was suggested by Lord GORELL in the course of the discussion, and the appointment of the Commission was the result of the suggestion. The work of collecting evidence was done with great thoroughness. At fifty-six of the seventy-one sittings of the Commission evidence was taken, and altogether 244 witnesses were examined. These represented a great variety of opinion and interests. They included judges of the High Court, county court judges and registrars, Metropolitan Police magistrates and stipendiary magistrates, police court missionaries and rescue workers, representatives of law societies, individual barristers and solicitors, representatives of the Church of England and other religious denominations, lunacy experts, medical practitioners, and many others. The Report touches only lightly upon the history of divorce. In the middle ages, the Roman Catholic Church, as now, did not recognize divorce: *i.e.*, divorce *a vinculo*, as opposed to divorce *a mensâ et thoro*; but there were devices for attaining the same end on the ground of nullity. The Reformed Church restricted the effect of nullity, but did not regularize divorce, and since divorce was a social necessity, it came to be the practice to invoke the power of the Legislature. But this meant that there must first be an action for damages in the civil court against the person who would now be the co-respondent, and then a suit in the ecclesiastical court for divorce *a mensâ et thoro*. Armed with these proofs of the soundness of his case the injured spouse could go to the Legislature and obtain complete divorce by Act of Parliament, and this procedure, though on the face of it absurd, obtains in Ireland at the present time. The dissolution of the marriage bond is, of course, a judicial and not a legislative act, and as such Parliament treated, and, in the Irish cases, still treats it.

The object of the Matrimonial Clauses Act, 1857, was to transfer the jurisdiction from Parliament to a court of justice, and to allow full divorce to be granted for reasons which had been recognized in the ecclesiastical courts as a ground for divorce a *mensâ et thoro*. Thus Parliamentary divorces had been allowed only on the ground of adultery, and practically only against wives. The ecclesiastical courts allowed the lesser divorce for adultery and cruelty, and a Royal Commission of 1850 proposed adultery and desertion as an additional ground. In accordance either with the practice of Parliament or of the ecclesiastical courts, with some slight extension, the Act of 1857 allowed divorce at the suit of a husband on the ground of adultery, and at the suit of a wife on the ground of adultery coupled with cruelty or desertion without any reasonable excuse for two years, and also on the ground of certain aggravated sexual offences. But the main purpose of the Act was, as its promoters insisted, to alter procedure. They left any extended consideration of the grounds for divorce to be undertaken in the future, and more than fifty years passed before the attempt to take this further step was made.

The report contains a section (Part VI.) devoted to the laws of other countries, but this we need not now refer to, and it states (Part VII.) the questions, eight in number, which arose for consideration. To each of these a section of the report is devoted, and we shall deal with them successively later. Part VIII. contains a consideration of the basis of the report, and Part IX. the conclusion arrived at as to such basis. The Commissioners deal in some detail with the religious considerations relating to divorce, but into these we need not follow them. The question is a difficult one, and both the majority and minority agree—though the minority more reluctantly—that the State cannot frame its divorce law on the theology of part of its members. Moreover, the report finds, and we imagine correctly, that here the theology appeals mainly to ecclesiastics. After referring to the difference of ecclesiastical opinion, the majority say:—"We should point out as a striking feature of the evidence that theological difficulties have weighed little with the great mass of lay witnesses, and that among those who feel them, there are great differences of opinion. With few exceptions the lay witnesses pass them by, as if they concerned theologians rather than the practical legislator. English laymen seem generally to base their views, not upon ecclesiastical tradition or sentiment, but upon general Christian principles, coupled with common-sense and experience of the needs of human life." In view of this state of opinion, and of the fact that the scope of the inquiry is not confined to members of Christian Churches, the Commissioners conclude that they "must proceed to recommend the Legislature to act upon an unfettered consideration of what is best for the interest of the State, society, and morality, and for that of parties to suits and their families."

The Commission arrive at the conclusion, on the mass of evidence laid before them, that there is necessity for reform both in procedure and in the law, if the serious grievances which at present exist are to be removed; and that, so far from such reforms as they—*i.e.*, the majority—recommend tending to lower the standard of morality and regard for the sanctity of the marriage tie, the reform is necessary in the interest of morality, as well as in the interest of justice. The general effect of their recommendations is as follows:—

(1) *As to jurisdiction in divorce and matrimonial causes*:—This should not be conferred on the county courts, but the High Court should hold local sittings for the purpose of hearing such causes by Commissioners appointed for the purpose, the Commissioners to be selected from county court judges and persons qualified to be Commissioners of Assize; and the sittings to be at places where there is a High Court Registry, and at other places where the Lord Chancellor shall think sittings are reasonably required.

(2) *As to the extent of the jurisdiction and the procedure.*—That the local jurisdiction should be confined to cases in which the joint income of the petitioner and respondent is not more than £300 a year, and the assets not more than £250, and that simplified procedure—details of which are suggested—should be adopted.

(3) *As to separation orders under summary jurisdiction.*—That the power of courts of summary jurisdiction to make orders having the permanent effect of decrees of judicial separation should be abolished, but that their power to grant temporary separation orders and maintenance orders should be preserved, subject to restriction.

(4) *As to the Summary Jurisdiction (Married Women) Act*, 1895, *and Licensing Act*, 1902.—That amendments should be made in the grounds upon which orders under these Acts can be made, and that the terms "cruelty" and "habitual drunkard" should be defined in terms stated in the report; and that amendments should be made in the practice of courts of summary jurisdiction under the Acts.

(5) *As to equality of the sexes.*—That the law should be amended so as to place the two sexes on an equal footing as regards the grounds on which divorce can be obtained.

(6) *As to the grounds of divorce.*—That the grounds of divorce should be:—Adultery, desertion for three years and upwards, cruelty, incurable insanity after five years' confinement, habitual drunkenness found incurable after three years from first order of separation, imprisonment under commuted death sentence.

(7) *As to amendments in the law and practice relating to divorce, nullity of marriage, and other matrimonial questions.*—Numerous recommendations are made under this head; in particular, that the grounds on which a decree of nullity can be obtained should be extended so as to include certain mental and physical defects existing at the time of the marriage, and pregnancy at that time of the wife by a man other than the husband; and rules as to presumption of death and detailed amendments in procedure are suggested.

(8) *As to publication of reports of divorce cases.*—That the judge should be empowered by statute to close the court when required in the interests of decency, morality, humanity, or justice, and to prohibit reports of any particular part of the evidence or other matter; that there should be no reports till the case is finished; and that pictures or photographs of the parties concerned should be prohibited.

(9) *As to the position of ministers of the Church of England.*—That the protecting clauses of the Matrimonial Causes Act of 1857 should be extended, if further grounds for divorce are added.

(*To be continued.*)

In the House of Lords on the 7th inst. the Lord Chancellor, in moving the second reading of the Forgery Bill, said that it proposed to take the mass of statutory provisions regarding the law of forgery and to consolidate them into something approaching a code. The Bill was read a second time, and referred to the Joint Committee on Consolidation Bills.

The Transfer of Corporeal Chattels.

I.

TRADITION and convention, ever strong in the legal profession, have given a certain tone of superiority to all dealings in real property which is not possessed by dealings in personalty. The conveyancer is *par excellence* the legal artist who exerts his skill in the elaboration of documents by which lands, tenements and hereditaments are limited to estates and uses, or otherwise transferred from the temporary or permanent control of one owner to another. When he comes to draft an assignment of copyright or of choses in action, our artist becomes ashamed of the work he is doing, and declines to describe it as a "conveyance," and choses in possession—unless comprised in a marriage or family settlement—are regarded as outside his scope altogether. The documents which transfer them are bare mechanical instruments merely, and every true conveyancer probably has felt a sting when compelled to unite in one transaction, a plebeian interest in goods or furniture with the high patrician elements which are comprised in real estate. But, despite tradition and convention, the assignment of chattels by means of a conveyance is becoming an ever larger and larger part of the draftsman's task, and if the registrar of title has his way to the bitter end, it may become the sole resource of the conveyancer.

The growth of this form of conveyancing is due to a variety of causes. One of these is the rapid spread of the "hire-purchase" system, which seems destined to become the ordinary mode of purchasing furniture in the middle and lower orders of the social hierarchy. Another cause is the development of bills of sale, for since 1882 a variety of documents used in ordinary affairs of business have come to require registration under the statute. Still another cause is the formation of private businesses into joint-stock companies, and the voluntary reconstruction of such companies by sale to a new company, both of which operations render necessary elaborate transfer of chattels, though this, of course, is effected, whenever possible, by delivery, so as to save stamp duty. Indeed, city solicitors and common law practitioners are much more likely to find themselves called upon to consider the form and validity of an assignment of personalty than to enter into the subtleties of a settlement of realty, and, nowadays, it behoves them to appreciate the peculiar difficulties which attend the drafting of such documents.

Now it is generally accepted law that there are four valid ways of effecting a transfer of corporeal chattels. The first consists in delivery of possession with intent to pass the ownership. It is worth while noting that in the absence of a consideration of some kind, this is the only manner in which the transfer of a chattel capable of delivery can be made at law otherwise than by deed. It was at one time supposed that a gift of chattels could be made without delivery by the expression of the intention of the parties to that effect as evidenced by their acts, *per verba de praesenti*: see *Re Harcourt* (31 W. R. 580); *Re Ridgway* (15 Q. B. D. 449). But in *Cochrane* v. *Moore* (25 Q. B. D. 57), the Court of Appeal decided that, in the absence of a sale, either a deed or delivery was necessary. In the words of BOWEN, L.J., "According to the old law no gift or grant of a chattel was effectual to pass it either by parol or deed, and whether with or without consideration, unless accompanied by delivery. On that law two exceptions have been grafted, one in the case of deeds, and the other in that of contracts of sale, where the intention of the parties is that the property shall pass before delivery" (*ibid*).

The second recognized way of transferring chattels is that to which Lord Justice BOWEN refers as an exception in the passage quoted above, namely, by a contract of sale. The sale must be one of specific goods already in existence, and may either be a bargain and sale (in which case the property passes before delivery of possession), or a sale and delivery (in which case property and possession are transferred at the time of the making of the contract). Contracts in which the property passes at the moment of making the contract whether verbal or in writing, must be distinguished, of course, from a mere agreement to sell, or executory contract of sale, in which neither property nor

possession is transferred until some future date or event. When there is an unconditional sale of specific goods in a deliverable state, however, the property *primâ facie* passes at the time of making the agreement, unless a contrary intention is expressed or implied: Sale of Goods Act (1893, s. 18, r. 1). The rule is otherwise when the goods are unascertained, or when something has to be done to make them deliverable, or when a condition precedent is attached to the sale (*ibid*). It is worth while noting in passing that sometimes, as between himself and third parties, the true owner is precluded by his conduct from denying that the property has passed, even although he has either not agreed to sell them at all, or has agreed to sell them subject to a condition precedent which has not arrived: Sale of Goods Act, 1893, s. 21 (1). And, of course, although the transfer may be verbal, it must not be forgotten that when the value of the goods exceeds £10, then under the Statute of Frauds, s. 17 (now replaced by section 4 of the Sale of Goods Act, 1893), the contract is not enforceable by action unless there is either a memorandum in writing relating to it, or there has been acceptance of some part of the goods or some payment made "in earnest" of the contract.

[*To be continued.*]

Reviews.

Copyright.

THE COPYRIGHT ACT, 1911. WITH INTRODUCTION, NOTES, THE ORDERS IN COUNCIL, AND THE BOARD OF TRADE REGULATIONS. By S. P. KERR, Barrister-at-Law. Jordan & Sons (Limited). 5s. net.

The Copyright Act, 1911, constitutes in many respects a break with the previous law, but it is still both interesting and important to know how the previous law was evolved and Mr. Kerr commences his book with a short introduction dealing with this matter, and referring to the great case of *Donaldsons* v. *Beckett* (4 Burr. 2408), in which it was held that the Copyright Act of 1709 had destroyed copyright at common law.

The body of the book contains the text of the Act of 1911, conveniently printed, with explanatory notes to each section, and attention may be called to the useful note on the phrase "every original literary, dramatic, musical, and artistic work," which occurs in section 1. The word "original," Mr. Kerr points out, is, so far as statutes are concerned, a new word in literary copyright law. As to its interpretation, the leading case of *Walter* v. *Lane* (1900, A. C. 539) furnishes some guidance, but there is scope for judicial decision to determine what amount of independent thought and labour goes to make originality. The appendices contain the three previous Copyright Acts which remain unrepealed, the Berlin Convention, the Orders in Council relating to copyright, and other incidental matters. The book is a very convenient guide to the present law.

Books of the Week.

Commercial Laws.—The Commercial Laws of the World. Volume 16: British Dominions and Protectorates, Asia. By the Consulting Editor, the Hon. Sir THOMAS EDWARD SCRUTTON, Judge of the King's Bench Division; General Editor, WILLIAM BOWSTEAD, Barrister-at-Law. Sweet & Maxwell (Limited). 42s. net.

Chitty's Statutes.—Chitty's Statutes of Practical Utility. Sixth Edition. Volume 10: "Police" to "Prisons." By W. H. AGGS, Barrister at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited). 21s. net.

Libel.—The Law of Libel as affecting Newspapers and Journalists. By W. VALENTINE BALL, M.A. (Cantab.), Barrister-at-Law. Stevens & Sons (Limited). 6s.

Law Magazine.—Law Magazine and Review, November 1912. Jordan & Son (Limited). 5s.

Criminal Appeal Cases.—Reports of Cases in the Court of Criminal Appeal, October 14, 21, 22, 28, 1912. By HERMAN COHEN, Barrister-at-Law. Volume 8, Part 2. Stevens & Haynes. 3s. net.

Roman-Dutch Law.—The Roman-Dutch Law as administered in South Africa. Judgments in *Fitzgerald* v. *Green* (December 8th, 1911). By W. R. BISSCHOP, Barrister-at-Law. Stevens & Haynes. 2s. 6d. net.

The subject of the York Prize essay at Cambridge for 1914 is "The legal and historical theories of the origin and constitution of the English Manor: illustrated by the history of some particular Manor."

CASES OF THE WEEK.

Court of Appeal.

WHITE *v.* **GRAND HOTEL, EASTBOURNE.** No. 1.
24th and 28th Oct.

EASEMENT—RIGHT OF WAY—AGREEMENT—CONSTRUCTION—EXTENT OF RIGHT LIMITED BY SIZE OF ENTRANCE TO SERVIENT TENEMENT EXISTING AT DATE OF GRANT—PARTY WALL—INTERFERENCE WITH.

F. was the owner of a house and garden abutting on a lane belonging to F. As the result of verbal agreement between P. and F., F. set back his wall so as to make the lane more easy of access, and opened a gateway nine feet wide, through which he thereafter enjoyed access for horses and carriages over the lane. The house having been purchased by the defendants, who enlarged the gateway to twelve feet and used it for the motor-cars of guests in their hotel,

Held, affirming Joyce, J., *that neither the change of character of the dominant tenement, nor the use of motor-cars, was inconsistent with an unrestricted right of way to a private house for horses and carriages, but*

Held, reversing Joyce, J., *that the proper inference from the facts was that the wall set back continued to be a party wall with which the defendants had no right to interfere, and that the right of way granted was a right of way through a nine-foot gate and would not justify user through a twelve-foot gate.*

Appeal from the decision of Joyce, J. (reported 56 S.J., p. 480). In 1883 Ford was the owner of a house and grounds known as St. Vincent's Lodge, Eastbourne, and Peerless was the owner of a mews or row of stables, with a lane in front separated by a wall from St. Vincent's Lodge. The lane opened into Silverdale Road, and access to it was very inconvenient owing to the fact that the garden wall formed a projecting angle close to the entrance. In that year the parties met and came to a verbal agreement, as a result of which Ford set back his wall so as to cut off the projecting angle, and opened a gateway nine feet wide, which he used thereafter as a means of egress to the lane for horses and carriages. The mews afterwards vested in the plaintiff and St. Vincent's Lodge in the defendants, who used it as an annex to their hotel. The defendants having enlarged their gateway to twelve feet, so as to admit the passage of motor-cars belonging to their visitors, the plaintiff brought an action for an injunction. At the trial Joyce, J., held that the defendants had an unrestricted right of way for horses and carriages, and were entitled to use it for motor-cars. The conversion of St. Vincent's Lodge from a private house to an hotel did not destroy the easement and he refused an injunction. The Court of Appeal agreed with this decision, but held the plaintiff entitled to an injunction since the acts of the defendants were not in accordance with the real agreement between Ford and Peerless.

COZENS-HARDY, M.R.—We are in ignorance of the exact terms of the bargain between Ford and Peerless, but there are inferences which must be drawn from Ford's evidence and the acts of the parties. The judge has found, and I agree with him, that the new wall was to take the place of the old wall, and be a party wall, and that the triangular piece of land was to become the property of Peerless, who in return was to allow Ford to have a gateway nine feet wide, and a right of access to it over the lane in the position least inconvenient to Peerless. That must be taken to be conclusive of the nature and extent of the right of way. It is true no conveyance has been executed, but there was a contract for value, and the position is the same as if a conveyance had in fact been executed. The wall was to be a party wall, and Ford was to have a right of access to a nine-foot gateway; the defendants were therefore not entitled to interfere with the wall, and have no right of access, except to the nine-foot gateway as originally built.

FARWELL and HAMILTON, L.JJ., delivered judgments to the same effect, and a declaration was made that the wall was a party wall belonging to the parties as tenants in common, with liberty to apply for an injunction. The plaintiff was given his costs of action (except so far as related to the claim to restrain the use of the lane by motor-cars), and half his costs of the appeal.—COUNSEL, *Hughes*, K.C., and *W. E. Greaves*; *Norton*, K.C., and *Sargant*. SOLICITORS, *Meredith, Mills, & Clark*; *Coward & Hawksley, Sons & Chance*.

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

PROVIDENT CLOTHING AND SUPPLY CO. (LIM.) *v.* **MASON.**
No. 2. 5th, 6th, and 7th Nov.

CONTRACT—RESTRAINT OF TRADE COVENANT—VAGUENESS—CANVASSER—NOT TO BE ENGAGED IN A SIMILAR BUSINESS "WITHIN TWENTY-FIVE MILES OF LONDON."

The defendant, a collector and canvasser for the plaintiffs, agreed that for three years from the termination of his agreement with them he would not enter the employment of any person, firm, or company carrying on a business similar to that carried on by the plaintiffs, nor assist in carrying on such a business "within twenty-five miles of London aforesaid where the plaintiffs carry on business." Shortly after leaving the plaintiffs' employment he entered the service of a firm carrying on a similar business at premises close to those of the plaintiffs.

Held, that although the area was geographically vague, nevertheless it was not too indefinite for an injunction to be granted, as there was no difficulty in deciding on the evidence that the alleged breach came within the area contemplated by the parties within which the defendant should not serve another firm carrying on a similar business to that of the plaintiffs, who supplied clothing on the cheque and credit system.

Decision of Divisional Court (*reported* 28 *T. L. R.* 377), *reversed.*

Appeal by the plaintiffs from a judgment of a Divisional Court (Pickford and Avory, JJ.), which reversed a decision of his Honour Judge Cluer at the county court, Clerkenwell. The plaintiffs claimed an injunction for breach of a restrictive covenant in an agreement dated the 25th of March, 1908, under which the defendant had been employed as a collector and canvasser. The restrictive covenant was as follows:—"In consideration of the premises the said Mason agrees that he shall not, within three years after the termination of his engagement and services with the company, be in the employ of, or be engaged in any manner whatsoever, whether on his own account, or as partner with, or agent, or manager, or assistant for, any person or persons, firm or firms, company or companies, carrying on or engaged in the same or a similar business to that of the Provident Clothing and Supply Co. carried on as aforesaid, or be engaged by or assist or help (either directly or indirectly) any person or persons who shall be employed (whether for remuneration or not) by any person or persons, firm or firms, company or companies, carrying on the same or a similar business, or who shall be assisting or helping (either directly or indirectly) in the carrying on of the same or a similar business, or assist or help anyone in the formation of such a business, society, or club within twenty-five miles of London aforesaid, where the company carry on business, or within twenty-five miles of any place where the said Mason shall have been employed by the company at any time during the continuance of this agreement." The Divisional Court held that as to the area within which the defendant should not be employed the restrictive covenant was too vague to be enforced against the defendant, and that it was not a case on which to found an injunction. The plaintiffs appealed.

Vaughan Williams, L.J., said that at the trial the defendant had admitted that the firm in whose service he now was carried on a "similar" business to that of the plaintiffs. But for that admission he should not have thought that an injunction should have been granted, as, in his view, there was not a case of carrying on a similar business, but of carrying on business in a similar manner. But there was no appeal on that point. His lordship went on to say he saw no serious difficulty in framing an injunction so as to enforce that part of the covenant which prohibited the defendant from doing that which the covenant forbade "within twenty-five miles of London aforesaid where the company carry on business." In his opinion the appeal should be allowed.

Buckley, L.J., said that the substantial grounds of appeal were two: (1) That the court was wrong in holding that the covenant was too vague and ambiguous to be enforced by injunction, and (2) that the covenant was wider than was reasonably necessary for the protection of the plaintiffs' business. The plaintiffs carried on business in this way: they invited members of the artizan and working classes to take shares of £1 or more, to be subscribed for at the rate of 1s. per week. After a member had subscribed, in the case of new members, for three weeks, he was entitled, if he chose, to a cheque, which would be accepted in payment by certain shops for clothing up to the value of £1. As between him and the tradesman the member thus paid for the goods and the tradesman looked for payment to the society alone. The society thus performed the part of middleman or small financiers. To get members, the society employed six or seven thousand canvassers all over the country, there being fifteen districts in London. The defendant was one of their canvassers in Islington. On being dismissed the plaintiffs' service on the 16th of May, 1911, he shortly afterwards went into the employment of another provident society in the same district of Islington as that in which he had worked in for the plaintiffs. The county court judge found, and there was evidence sufficient to support that finding, that the covenant was reasonably necessary for the protection of the plaintiffs' business, and therefore the only point that was arguable was whether this covenant was too vague and indeterminable to be enforced. The words were—"within twenty-five miles of London aforesaid, where the company carry on business, or within twenty-five miles of any place where the said Mason shall have been employed by the company at any time during the continuance of this agreement." He was never employed by the plaintiff company anywhere except at Islington. "Aforesaid" related to something which had gone before, and among the initial words of the agreement were to be found "London, in the county of Middlesex, where the company carry on business." It was contended that there was no such place as London, in the county of Middlesex. He agreed that, if one was called upon to define the boundaries of London, one might be in some difficulty. Not all London was geographically situate in Middlesex. Part of London was in Surrey. Besides the City of London there was the London of the Metropolitan Water Board area, and there was the county of London. One might not know which was meant; but, even so, this covenant did not seem to him to be necessarily too vague to be enforced. He would give an illustration of what he meant. He believed there was no such place as Bayswater in the sense of a place having definite limits. But everybody knew what was meant by Bayswater, the residential quarter of Paddington. And if he had to deal with a covenant not to open a shop of a particular kind in Bayswater, and there had been a breach of that covenant, he should have no hesitation about granting an injunction on the ground of indefiniteness, because there would be no difficulty in obtaining evidence as to what was the meaning of Bayswater in the popular sense. He felt no greater difficulty in this case. In his opinion this restrictive covenant was reasonably limited in point of time and in point of space, and it was also not too indefinite. It seemed to him to be a contractual obligation which could be enforced by injunction. The injunction which the court would order would follow the words of the covenant "within twenty-five miles of London aforesaid, where the company carry on business"; and instead of the words "the same or a similar business, &c.," the injunction would run, "in any business the same as or similar to the business of the Provident Clothing and Supply Co. on the cheque and credit system."

Kennedy, L.J., gave judgment to the same effect. The appeal was accordingly allowed, with costs.—Counsel, *Waugh*, K.C., and *H. Newell*, for the appellants; *Rawlinson*, K.C., and *J. B. Matthews*, for the respondent. Solicitors, *Jacques & Co.*, for *J. H. Richardson & Son*, Bradford; *Langhams*.

[Reported by Erskine Reid, Barrister-at-Law.]

LILLY *v.* THOS. TILLING (LIM.) AND LONDON COUNTY COUNCIL. No. 1. 8th, 9th, and 10th Nov.

Practice—Parties o. 16, r. 1—Defendants Liable in the Alternative—Non-suit as against One Defendant—New Trial as against that Defendant—Accident to Public Coach—Onus of Proof of Soundness.

A 'bus belonging to T upset owing to a wheel being wrenched off by tramlines belonging to C so that the plaintiff, a passenger, was injured. In an action against T and C in the alternative the judge non-suited the plaintiff as against T, and the jury found in favour of C, after evidence had been called by the plaintiff to prove that the 'bus was sound and that the accident was due to a defect in the tramline.

Held, that there was some evidence of negligent driving, and that the onus lay on T to prove that the 'bus was sound and that the attempt of the plaintiff to prove in the first trial that the 'bus was sound was no objection to granting him a new trial.

Motion for new trial. The case arose out of an accident in Finsbury-square, resulting in injuries to the plaintiff, a passenger in a 'bus belonging to the defendants, Thos. Tilling, Limited. A wheel of the 'bus was wrenched off by a tramway line owned by the defendant council, who were sued for neglecting to keep the line in safe condition, alternatively with the company, against whom the plaintiff alleged negligent driving and defectiveness in the 'bus. At the trial the judge (Ridley, J.) stopped the case against the company after hearing the plaintiff's evidence, and afterwards while the case was proceeding against the Council the plaintiff called witnesses with a view to proving that the accident was not due to defects in the 'bus, but to the defective state of the tramline. The jury having found for the council the plaintiff now moved for a new trial on the ground that his case against the company ought not to have been stopped.

The Court decided that so far as regarded the Council it was not possible to interfere with the verdict. As regards the case against the Company,

Cozens-Hardy, M.R., said: It is unnecessary to decide whether in an action so constituted it was proper to non-suit the plaintiff as against one of the defendants. I think, however, that there was some evidence of negligent driving contributing to the accident, if not the sole cause of it. Explanation is also required on another point. The wheel came off. Is not that a case where *res ipsa loquitur*? In *Christie* v. *Griggs* (2 Camp. 80) Lord Mansfield says: "I think that the plaintiff has made a *primâ facie* case by proving his going on the coach, the accident and the damage he has suffered. It now lies on the other side to prove that the coach was as good a coach as could be made and the driver as skilful as could anywhere be found. The plaintiff is not in a position to prove more, but when the breakdown of a coach is proved negligence on the part of the owner is implied." The argument put was that it would not be fair or decent to allow the plaintiff in the new trial to rely on unsoundness of the 'bus when he has already called evidence to prove that it was sound. The fallacy of that argument is that the evidence was given in an action to which the company were not parties, and however useful it may be to them for purposes of cross-examination, it is no answer to the plaintiff's claim for a new trial.

Farwell, L.J., referred to *Hammack* v. *White* (11 C.B.N.S. 558) and *Hyman* v. *Nye* (6 Q.B.D. 687), and said, the rule in contract is different from that in tort; when a hired carriage breaks down it is incumbent on the person who has let it to shew that the breakdown was in the proper sense an accident not preventible by any care or skill. This may have been an old omnibus, and in view of the well-known risks of tramlines it is incumbent on the company to prove that their vehicle was in a condition to stand exceptional strain.

Hamilton, L.J., delivered judgment to the same effect, and a new trial was ordered as against the company, the costs of the appeal including the costs ordered to be paid to the council to abide the result of the new trial.—Counsel, *Lewis Thomas*, K.C., and *Emanuel*; *Sanderson*, K.C., and *E. Charles*; *Rawlinson*, K.C., and *Cecil Walsh*. Solicitors, *Emanuel, Round, & Nathan*; *Hicklin, Washington, & Passmore*; *Edward Tanner*.

[Reported by F. Guthrie Smith, Barrister-at-Law.]

High Court—Chancery Division.

Re **SHARER. ABBOTT** *v.* **SHARER.** Neville, J. 17th Oct.

WILL—EQUITABLE ASSIGNMENT OF A SHARE OF AN ESTATE—SEVERANCE OF JOINT TENANCY—IMPLICATION OF.

If A executes an equitable assignment of his reversionary interest under the will of B, and such reversionary interest is an interest as joint tenant with others expectant on the death of the then tenant for life, such assignment will operate by implication to create a severance of the joint tenancy, for it could not have been the intention of the parties thereto that the security should be void if A should predecease any of the other joint tenants in reversion.

This was a summons to determine a question as to what was the effect of a document in the nature of a promissory note whereby, in 1859, the executor of a testator who died in 1854 promised to pay a certain sum in a certain time, and in default of such payment by him charged the said sum on his reversionary interest in a joint tenancy, under the will of the said testator, expectant on the death of a tenant for life then living. The document was as follows: "Six months after notice I promise to pay B & A, the executors of the testator, the sum of £193 value received. I also promise to pay interest half yearly at 5 per cent. per annum. In default of such payment of principal or interest, the same to be deducted from my reversionary interest under the testator's will." The money had, in fact, been advanced to this executor out of the trust funds of the estate. Counsel for the trustees contended that this document was effectual to sever the joint tenancy. This is analogous to the case of a covenant by an intended husband and wife to settle the wife's after-acquired property, which has been held to sever a wife's joint interest in personal estate created by a subsequent instrument: *Re Hewett, Hewett* v. *Hallett* (1894, 1 Ch. 362). On the other hand, it was contended that the courts would only imply the severance of a joint tenancy where it was absolutely impossible to discover any other implication, and even then, only so far as such implication was necessary; and the case of *Leake* v. *Macdowall* (1862, 32 Beav. 28) was cited, which was a case of some of a class of joint tenants having been paid something by the trustees in respect of their shares and having given receipts for such payments. The Master of the Rolls there said: "A separate dealing by joint tenants of the property may sever the joint tenancy and create a tenancy in common. But I do not think this inference is to be drawn merely from the circumstance that a trustee, having realized part of the estate, has paid the money received in certain proportions to the parties in severalty. As to the money not received, they still remain joint tenants."

NEVILLE, J., after stating the facts, said: I am of opinion that this document does operate to create a severance of the joint tenancy in remainder. I do not think it could have been the intention of the parties that in making this loan out of the trust funds to this executor beneficiary the security which he gave for it should be void if he chanced to predecease any of his co-owners. I accordingly hold that this is an assignment operating to sever the joint tenancy.—COUNSEL. *Luttleton Chubb; L. Byrne; Dighton Pollock; O. R. Simpkin; Tyldesley Jones.* SOLICITORS, *Herbert E. Adams; F. J. Abbott; Hair & Co.; Beaumont & Sons; J. N. Mason & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re **TARR. DARLEY AND CUMBERLAND** *v.* **TARR.** Eve, J. 25th Oct.

PRACTICE—TRANSFER OF ACTION—ADMINISTRATION—INSOLVENT ESTATE—TRANSFER TO BANKRUPTCY—DISCRETION—BANKRUPTCY ACT, 1883 (46 & 47 VICT., c. 52), s. 125, SUB-SECTION 4—BANKRUPTCY ACT, 90 (53 & 54 VICT., c. 71), s. 21.

The jurisdiction to transfer administration proceedings from the Chancery Division to the Bankruptcy Court under section 125 *of the Bankruptcy Act,* 1883, *may be exercised at any stage of the proceedings and therefore after judgment. Such an order will be made where the principal questions to arise will be outside the administration action.*

This was a motion for an order for transfer of an administration action pending in the Chancery Division to the Bristol County Court exercising jurisdiction in bankruptcy. Shortly after the death of F. J. T., a solicitor practising at Bristol, it was found that his estate was insolvent, and that he had misapplied trust moneys handed to him for the purpose of investment on mortgage. A creditors' administration action was commenced against the executors and an order for administration made in July last, a receiver and manager of the testator's business being appointed. The order was obtained on the admission by the defendants that they had no beneficial interest in the business. For the applicants it was urged that the interest of the defendant executors was adverse to the interest of the creditors, that questions would arise between the joint and separate estates, that the official receiver would afford information to creditors which would not be available in the Chancery Division, and that the object of the action was to stifle inquiry. On behalf of the plaintiffs it was contended that there was no jurisdiction to order a transfer after judgment for administration, and they referred to *Re Briggs* (7 T. L. R. 494, 572).

EVE, J.—On the death of the testator in June last a lamentable state of things was discovered. Not only was the estate insolvent, but the testator had utilized trust moneys for his own purposes. This came to the knowledge of the sons, who were in the business, for the first time after the testator's death. A summons for administration of the estate was taken out within a week of the testator's death, and an order made for administration and the appointment of a receiver and manager. On the 23rd of August some of the creditors gave notice of motion to have the action transferred to the county court at Bristol, and an objection is now raised that there is no jurisdiction to make an order for transfer after judgment for administration. I do not accede to that contention, because, according to the Bankruptcy Act, the jurisdiction can be exercised at any stage of the proceedings if the estate is likely to be insolvent, and in many cases the court could not be satisfied on the point until after judgment. There is, moreover, great force in the argument that the Act has been in operation for thirty years, and no case has been cited in which this question of jurisdiction has been raised. I ought, therefore, to make an order for transfer if a case is made out. It is suggested that the administration action is collusive and brought with the object of stifling inquiry, but on the evidence I may dismiss that from my mind. Then it is suggested that the administration proceedings have not been conducted in a satisfactory manner, and though there seems to have been no delay, the present state of affairs does call for criticism. It was incumbent on the sons to give the fullest information to the creditors and to disclose all they knew. Further, the receiver must by this time have some idea as to the amount of assets and liabilities, and that information might have been given to the court; but at this moment I know nothing as to the assets. It is not, however, on that ground that I should make the order. I have to consider the nature of the administration, and it will involve many difficult questions. Most of the creditors are local and in a humble position of life. The tribunal, therefore, nearest to the business will be the best. What are the questions which are likely to arise? There will not be much worth fighting about in this administration, but any claims of any importance will arise outside this administration. If I am wrong in the view which I take the receiver is mainly responsible. Without laying down any rule, I think I ought to make an order for a transfer to the county court.—COUNSEL, *P. O. Lawrence*, K.C., and *Corden Noad; Jessel*, K.C., and *Greaves; Gurdon.* SOLICITORS, *Guscotte, Wadham, & Co.* for *J. H. King*, Bristol; *Darley, Cumberland, & Co.; Rexworthy, Barnard, & Bonser* for *H. F. Levy*, Bristol.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re **EVANS. JONES** *v.* **EVANS AND OTHERS.** Neville, J. 17th Oct.

TENANT FOR LIFE AND REMAINDERMAN—SHARES IN A COMPANY SUBJECT TO THE TRUSTS OF A WILL—APPORTIONMENT OF RESERVE FUND REPRESENTING UNDIVIDED PROFITS—ISSUE OF NEW SHARES TO OLD SHAREHOLDERS—OPTION TO TAKE UP OR REFUSE SUCH SHARES—EXERCISE BY TRUSTEES OF OPTION TO TAKE UP—BONUS DIVIDEND APPPLIED IN PAYMENT OF THE NEW SHARES—NEW SHARES, WHETHER INCOME OF CAPITAL.

Where a company under a scheme for apportioning part of their reserve fund, which represented undivided profits, resolved to pay a bonus dividend out of the reserve fund to the shareholders in proportion to the number of their shares, so that each shareholder would get one fully paid new share for each share held by him, and the shareholders could elect to take up the allotment of the new shares or not, such new shares taken up by the trustees of a deceased testator were held to be capital, and not income of his estate.

The rule in Bouch *v.* Sproule (1887, 12 *A. C.* 385) *applied.*

This was a summons to determine whether certain new shares issued by a company to their old shareholders and taken up by the trustees of a deceased shareholder were to be treated as capital or income of his estate. The testator, who died in 1904, had given by his will his residuary estate, of which these shares formed a part, to his trustees upon trusts for his wife and daughter for life, and after their decease, for the children of his daughter. The wife and daughter survived the testator, and the daughter had an only child, who attained 21. Part of the testator's estate at his death consisted of 200 fully paid shares of £10 each in a brewery company, which was a prosperous concern paying large dividends, and the trustees under the powers in the will retained these shares unconverted. The nominal capital of the company was £100,000 in shares of £10 each, of which only 3,728 shares had been issued, and these shares stood above par in the market. The reserve fund of the company exceeded £50,000. In February, 1912, the directors of the company proposed a scheme for apportioning part of the reserve fund, which represented undivided profits, rateably amongst the shareholders, so that each shareholder would get as a bonus one fully paid new share for each share held by him. Accordingly meetings of the company were held at which resolutions were duly passed (*a*) empowering the directors to pay a bonus dividend out of the reserve fund to the shareholders in proportion to their shares, and (*b*) sanctioning the payment of a bonus dividend of £10 per share out of the reserve fund, and authorizing the directors to issue 3,728 further shares out of the unissued capital of the company, and to allot such new shares rateably amongst the shareholders, to be paid up in full forthwith. The directors then sent a letter to each of the shareholders enclosing a bonus dividend warrant and two forms, and stating that if he wished to take up the allotment of the new shares by means of the dividend warrant he was to endorse and return the dividend warrant with "Form 1," which was an acceptance of the allotment; but if he did not wish to accept the allotment he was to sign and return "Form 2," which was a refusal. The testator's

trustees decided to accept their allotment of 200 new shares, and endorsed and returned their dividend warrant for £2,000 and Form 1 duly filled in by them to the company, and received in due course a certificate for 200 new shares fully paid up. The question was whether these shares were capital or income of the testator's estate. Counsel for the remainderman contended that this bonus dividend was capital. He submitted that this case came under the rule in *Bouch* v. *Sproule* (1887, 12 A.C. 385). Counsel for the tenants for life contended that these new shares issued in the form of a bonus dividend were income of the testator's estate, and not capital. He submitted that the rule in *Bouch* v. *Sproule* (*ubi supra*) did not apply in this case, because in that case there was no option given to the shareholders to take the bonus dividend in cash. Here the company intended to distribute its profits as dividend, and not to capitalize them, and in so far as that was so these new shares were income, and not capital of the testator's estate. He relied on the cases of *Re Malam, Malam* v. *Hitchens* (1894, 3 Ch. 578) and *Re Northage, Ellis* v. *Barfield* (1891, 60 L. J. Ch. 488).

NEVILLE, J., after stating the facts, said: I have come to the conclusion that this case is one coming under the rule in *Bouch* v. *Sproule* (*ubi supra*), and that accordingly these new shares are capital of the testator's estate. I think the proper test is to discover what was the real intention of the company in issuing such new shares. In this case it is quite clear to me that the company intended to increase their paid-up capital by the issue of further shares to be paid in cash by means of a bonus dividend. The new shares were accordingly intended to increase the capital of the concern, and must be applied as capital on the distribution of the testator's estate.—COUNSEL, *J. M. Gover; Galbraith; Rolt.* SOLICITORS for all parties, *Smith, Rundell, & Dods*, for *Morgan, Bruce, Nicholas, & Jenkins*, Pontypridd.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **HANBURY'S SETTLED ESTATES.** Eve, J. 7th Nov.

SETTLED LAND—IMPROVEMENTS—CAPITAL MONEY—TENANT FOR LIFE AND REMAINDERMEN—SCHEME—SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38) S. 25, SUB-SECTION (XIX.)—COAL MINES ACT, 1911.

The alterations and improvements which are rendered necessary by the Coal Mines Act, 1911, are improvements within the meaning of the Settled Land Act, 1882, s. 25 (xix), and may therefore be paid for out of capital money.

This was an adjourned summons asking for the sanction of the Court to a scheme under which it was proposed to apply capital money in payment of the costs of certain improvements. The works in question were the alterations and improvements imposed upon mine owners by the Coal Mines Act, 1911, the cost of which was estimated to amount to about £2,600. The present application was made by the tenant for life and opposed by the remaindermen. The improvements authorized by section 25 of the Settled Land Act, 1882, include "Trial pits for mines and other preliminary works necessary or proper in connection with development of mines."

EVE, J.—By the Coal Mines Act, 1911, a statutory obligation was imposed on mine owners to make certain alterations and improvements in the plant of coal mines, and that obligation falls upon the applicant, Mrs. Hanbury, who stands in the position of tenant for life. The improvements involve a considerable expenditure of money, some £2,600 odd, and a scheme has been formulated showing how the money is to be expended. The trustees decided not to take upon themselves to say whether the expenditure ought to come out of capital, and allowed Mrs. Hanbury to come to the court for an order sanctioning the payment out of capital. The trustees were perfectly justified in so doing, as the remaindermen wished to contest the matter. I wish that that course was more generally taken. Week after week trustees come to the court and leave matters in my hands which I have to decide without having the case put before me as it ought to be put. The first point taken by the remaindermen is that the improvements in question are not improvements within the meaning of section 25 of the Settled Land Act, 1882. Having regard to the decision of North, J., in *Re Mundy's Settled Estates* (1891, 1 Ch. 399), the question arises whether the statutory improvements come within the words "other preliminary works necessary or proper in connection with the development of mines." On behalf of the remaindermen it is said that the most important word in the sub-section is "preliminary," and that preliminary works are the works which have to be done before the coal can be worked. The answer to that is that the mine must be properly equipped with all necessary apparatus before it can be developed. I should have thought that everything which is necessary to enable the workmen to get at the coal would be "development." But it is argued that that only obtains when the work of getting the coal has actually commenced, and it is said that if it becomes necessary to enlarge the mine, then it is new work and not development. There is great force in that argument, because one cannot ignore the word preliminary. The difficulty is to say when the preliminary work ceases. The Coal Mines Act, 1911, says you must equip mines in a certain way, and the works so rendered necessary are precedent to development. I hold, therefore, that the works are preliminary works necessary and proper in connection with development, and ought to be paid for out of capital. I therefore sanction the scheme. —COUNSEL, *P. O. Lawrence*, K.C., and *Austin Cartmell; Clayton*, K.C., and *Whinney; Cotton.* SOLICITORS, *Paterson, Snow, & Co.; Walker, Martineau, & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

DENNYS *v.* DENNYS AND CROSSMAN. Bargrave Deane, J. 23rd Oct.

DIVORCE — HUSBAND'S PETITION — WIFE'S PLEA OF CONNIVANCE — LIABILITY OF PARTY MAKING SUCH ALLEGATION TO BE CROSS-EXAMINED AS TO ADULTERY NOTWITHSTANDING PROVISIONS OF EVIDENCE FURTHER AMENDMENT ACT, 1869 (32 & 33 VICT. C. 68), S. 3.

Where in a divorce suit a respondent made a counter charge of connivance against her husband, the court permitted her to be cross-examined as to her own adultery, although she had not previously denied it.

Petition of husband for dissolution of marriage on the ground of his wife's adultery with the co-respondent. In her answer the respondent pleaded (1) that she was not guilty of adultery; (2) that the petitioner had connived at her adultery (if any); and (3) that he had condoned such adultery (if any). The allegations of connivance and condonation were denied by the petitioner. Neither appearance nor answer had been filed by the co-respondent. Evidence having been given in support of the petitioner's allegations, the respondent was called in support of the pleas of connivance and condonation, but was not questioned as to her alleged adultery. In cross-examination she was asked whether she had committed adultery as alleged in the petition. Counsel for the respondent objected, and submitted that as his client had not denied the charge she could not, by virtue of section 3 of the Evidence Act, 1869, be asked any question tending to shew that she had committed adultery.

BARGRAVE DEANE, J., allowed the question, and said that, where connivance was relied on, it had been held that the statute did not protect the party making such a charge, even though it might involve the question of adultery.

The jury having found all the issues in favour of the husband, a decree *nisi*, with costs and the custody of the children, was pronounced. —COUNSEL, *Bayford*, for the petitioner; *J. H. Murphy* and *H. G. Bushe*, for the respondent. SOLICITORS, for the petitioner, *Whites & Co.*; for the respondent, *Loughborough, Gedge, Nisbet, & Drew.*

[NOTE.—In the case of *Ruck* v. *Ruck and Croft* (1911, P. 90) there was a plea of connivance made by the wife-respondent, but she had admitted adultery before she was cross-examined upon it. In *Lewis* v. *Lewis* (56 SOLICITORS' JOURNAL, 189; 1912, P. 19) a wife was allowed to be cross-examined as to her adultery before denial of it, where she alleged that her husband had treated her with cruelty by alleging falsely that she had been guilty of misconduct.]

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

In the Estate of **H.M. CHULALONGKORN, KING OF SIAM, Deceased.** Bargrave Deane, J. 4th Nov.

PROBATE—ESTATE IN ENGLAND OF LATE KING OF SIAM—GRANT OF LETTERS OF ADMINISTRATION TO ATTORNEY OF PRESENT SOVEREIGN—BOND, WITHOUT SURETIES, TO BE GIVEN BY GRANTEE.

Where a grant of letters of administration to the estate in England of a foreign sovereign was made to the attorney of his successor, the court ordered the grantee to give a bond, but without sureties.

Motion for a grant of letters of administration in the estate of his late Majesty Chulalongkorn, King of Siam, to be granted to Phya Sudham Maitri, the attorney of His Majesty Vajuavudh, King of Siam. The deceased died on the 23rd of October, 1910, at Bangkok. On the 4th day of March, 1907, he signed an Order in Council, countersigned by certain Ministers of State, which related to gratuities and annuities to servants and others of the Royal Household. By the law of that country all the estate of a deceased king became vested in his successor on the throne. The estate of the deceased in England amounted to over £111,000, and it was necessary that the attorney of the present king should take a grant. Counsel for the applicant submitted that it was a case where neither a bond nor sureties should be required, as the whole estate would belong to the present king. A bond would therefore be useless, as a reigning sovereign could not be sued. [BARGRAVE DEANE, J.—The present applicant is his attorney, who would be bondsman. Suppose he made away with the estate?] The attorney was the king's Minister in this country.

BARGRAVE DEANE, J.—A grant will go to the attorney on his giving a bond, but without sureties.—COUNSEL, *Bayford.* SOLICITORS, *Stephenson, Harwood, & Co.*

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

Re Petition of **W. LAWTON FOR DISSOLUTION OF MARRIAGE.** Bargrave Deane, J. 28th Oct.

DIVORCE—PETITION FOR DIVORCE—NO ADDRESSES WHERE PARTIES COHABITED GIVEN—REFUSAL OF CERTIFICATE OF COMPLETION BY REGISTRAR —APPLICATION TO ENTER CASE AS ON DATE OF REFUSAL GRANTED.

Where a registrar had refused a certificate owing to a petition not setting out the addresses where the parties thereto had cohabited, and had thereby caused the case to be too late for insertion in the next term's list, the court, while refraining from laying down any rule, ordered the case to be entered as on the date when the certificate was refused.

Summons in chambers before judge for leave to have a case entered in the present term's list as if it had been set down on the 17th day of

September, 1912. It appeared that on that date the registrar had refused to grant the necessary certificate on the ground that the pleadings were not in order. The registrar's objection was to paragraph 2, which ran: 'That after the said marriage your petitioner and the said respondent lived and cohabited at divers places, and there has been no issue of the said marriage," which did not set out the addresses at which the parties had lived. On a summons being taken out for leave to amend an affidavit stating the several addresses was ordered to be filed, the summons being adjourned for that purpose. The summons came before the registrar after the said affidavit had been filed, when it was ordered that the petition should be amended by inserting the addresses. In consequence of these summonses the pleadings were not completed before the last day on which cases for the Michaelmas term could be set down, and therefore the case was thrown over. On the summons before the judge, counsel contended that, as regards the usual practice, the original pleading was in order, it not being necessary to insert the addresses where the parties had cohabited. The registrar, who was present, informed the judge that the King's Proctor had asked some time last year that the addresses of cohabitation should in future be put in all petitions.

Bargrave Deane, J.—I am not willing to give a ruling which should govern all such cases in future, as I think it is a matter upon which the president should alone make a pronouncement. In the present case I order that the case be inserted in the list as if it had been set down on the date on which the certificate was refused by the registrar.—Counsel, *E. W. D. Colt-Williams*. Solicitors, *Metcalfe & Sharpe*, for *T. S. Edwards*, Newport.

[Reported by Digby Coyts-Priedy, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

Re **BONNEFOI. SURREY** *v.* **PERRIN.** No. 2. 29th July.

Conflict of Laws—Action Pending Abroad—Stay of Proceedings in England—Forum Conveniens—Construction of English Document—Succession on Death Determinable by Foreign Law.

An Englishwoman, the widow of an Italian, died, leaving a letter in English, which would be a valid will by Italian law if it contained a gift of the whole or a definite part of her property. There was no dispute as to the law applicable, but there was a danger that the Court in Italy might be misled as to the meaning of the letter. Proceedings were pending in both countries to establish the letter as a will.

Held, that the English proceedings ought not to be stayed pending the decision of the Italian Court.

An Englishwoman married an Italian, and died a widow, resident in Venice. Of her property of £16,000, £10,000 was in England, and the rest in Italy. Before her death she had written a letter in English to her family solicitor, containing the following: "I have let making a will slide in the belief that in the event of my death intestate the bulk of my property will go where I wish it—namely, to my brother, Captain Perrin." It was admitted that the succession to the deceased's personal property must be regulated by Italian law, and that by the Code the above letter would be valid as a holograph will if it contained a gift of the whole or a definite part of the deceased's property. Proceedings had been begun by some of the next of kin in the Probate Division, in which the letter was propounded as a will, and subsequently the brother's representative took proceedings in Italy to establish the letter as a will. Sir S. Evans, P., in these circumstances made an order staying the English action until the Italian Court should have given its decision, and the next of kin appealed. It was explained that there was a danger of the Italian Court's being misled as to the meaning of the words "bulk of my property" in the letter, and that one of the interpreters had deposed that the words mean "the aggregate or entire mass," instead of being indefinite. None of the parties reside in Italy, and some of them are in Australia.

Cozens-Hardy, M.R.—The law is perfectly clear, and it cannot be disputed that the Probate Court has jurisdiction to deal with the property of this lady, and that where it has jurisdiction to make a grant, it has jurisdiction also to decide any question that may be necessary. (*Ewing* v. *Orr Ewing*, 9 App. Cas. 34.) Moreover, there can be no doubt as to the provisions of Italian law applicable. The only question is as to the true meaning of these English words, which the courts of this country are more competent to decide than those of Italy. Looking at all the circumstances, I think that the balance of convenience is in favour of a trial here, and that the Italian Court will be led by comity to treat our decision as conclusive.

Farwell, L.J., said that the court was not taking on itself to decide a disputed question of Italian law, but merely to prevent the risk of a miscarriage of justice arising from a misinterpretation of the English language.

Kennedy, L.J., thought that the Italian Courts, who are pre-eminent in the respect paid to comity, would have no hesitation in treating the decision of the English Court as conclusive.—Counsel, *P. O. Lawrence*, K.C., *Bayford* and *Boston Bruce*; *Lewis Thomas*, K.C., and *Giveen*. Solicitors, *Buxton, Ashton, & Son*, for *H. F. J. Banham*, Royston; *Walbrook & Hoskin*.

[Reported by F. Guthrie Smith, Barrister-at-Law.]

CANTIERE MECCANICO BRINDISINO *v.* **JANSEN.** No. 1. 19th, 20th, and 24th July.

Insurance (Marine)—Policy on Floating Dock—Seaworthiness Admitted—Duty of Assured to Disclose Condition of Dock.

An insurance was effected on a floating dock, which was to be towed from Avonmouth to Brindisi, against all the usual risks. The policy contained the clause "seaworthiness admitted." The assured honestly believed that the dock was fit for the voyage, but in fact it was not seaworthy, and during the voyage sank and was lost. In an action on the policy,

Held, that the defence set up by the underwriters of concealment of a material fact—namely that the dock was sent on the voyage without having been previously strengthened—failed because, as the assured knew of no specific defect in the dock, and had had no report or opinion to that effect, he was not bound to disclose anything to the underwriters, and it was for them, if they desired confirmation as to the construction or strengthening of the dock, to make inquiries.

Decision of Scrutton, J. (1912, 2 *K. B.* 112), *affirmed.*

Appeal by the defendants from a judgment of Scrutton, J. The question related to insurance effected upon a floating dock, which foundered while being towed from Avonmouth to Brindisi, the policies which insured the dock against all the usual perils containing the words "seaworthiness admitted." The dock in question was built of iron, in 1896, for the Bristol Corporation, and was originally stationed inside the old dock at Avonmouth. The dock was 365 feet long, 85 feet wide, and 19 feet deep. It was constructed with six pontoons, the depth of the pontoons being 8 feet and the height of the side walls above the pontoons 29 feet. It was purchased by Mr. Constant for £5,000 for the purpose of re-sale, and was eventually sold to the plaintiffs for £19,000, including the cost of towing from Avonmouth to Brindisi, insurance and other expenses amounting to some £3,000. Before the steamer left the vendor handed to the purchasers a Lloyd's policy of insurance for £16,500. The policy contained the clause "seaworthiness admitted." The assured honestly believed that the dock was fit for the voyage, but in fact it was not seaworthy, and during the voyage sank and was lost. In an action on the policy the underwriters set up the defence that the policy was void on the ground of a concealment of a material fact, namely, that the dock was sent on the voyage without extra strengthening. Scrutton, J., held that the defence failed because where, as in this case, the assured knew of no specific defect in the dock, and had no report or opinion to the effect that it was not fit to go to sea, he was not bound to disclose anything to the underwriters, and it was for them, if they desired information as to the construction or strengthening of the dock, to make inquiries.

Vaughan Williams, L.J., in giving judgment, said the defence was two-fold. It was alleged first that the defendants were induced to subscribe the policy by reason of the concealment of a material fact—the want of additional strengthening—and secondly, that they had been induced to undertake the risk by a material misrepresentation of fact, namely, that the dock had been strengthened for the voyage. It was not necessary that the misrepresentation charged should be fraudulent; it was sufficient to shew that there was misrepresentation made by the assured or their agents. The defence of non-disclosure or concealment was not an easy matter to deal with. The question was what was the extent of disclosure necessary by an assured who asked underwriters to insure "seaworthiness admitted." There could be no doubt if the assured knew of any special defect they must disclose it, but if, the assured and their servants honestly believed that the dock was strong enough to go to sea, and told the underwriters that the subject-matter of the insurance was a floating dock, in this instance of some age, must they disclose anything else? In his Lordship's opinion, seaworthiness being admitted, the underwriters were put upon inquiry as to the condition and construction of the dock, and non-disclosure of matters, in regard to which the underwriters were put on inquiry, did not void the policy. He thought the appeal should be dismissed.

Fletcher Moulton, L.J., agreed. On the question of misrepresentation it was clear that the slip containing the misrepresentation was not shewn to the underwriters. The assured honestly thought that the dock was seaworthy. The underwriters were put on notice that this was an insecure structure by reason of its being a dock. They were going for a high premium based on the special risk of this structure surviving perils of the sea, and it was for them to make any inquiries as to the condition in which it was going to be sent to sea.

Buckley, L.J., also thought both defences failed. On the point of alleged concealment, the question whether the dock required special strengthening for the voyage was a question of opinion. There was no material fact known, or which ought to have been known, to the assured which they failed to disclose.—Appeal dismissed with costs.

In the case of *Cantiere Meccanico Brindisino* v. *Constant*, which arose out of the same matter, and in which the plaintiffs had given notice of appeal, a formal order was made dismissing the appeal with costs, counsel stating that the necessity for hearing it did not arise, as the appeal, in the first case, had proved unsuccessful.—Counsel, for the appellants, *Atkin*, K.C., *H. Gregory*, K.C., and *R. A. Wright*; for the respondents, *Bailhache*, K.C., and *Mackinnon*. Solicitors, *Parker, Garrett, & Co.*; *W. A. Crump & Son*.

[Reported by Erskine Reid, Barrister-at-Law.]

Societies.

The Law Association.

The usual monthly meeting of the board of directors was held at the Law Society's Hall, on the 7th inst., Mr. F. T. Birdwood in the chair, the other directors present being Messrs. F. W. Chandler, F. W. Emery, C. F. Leighton, P. E. Marshall, Mark Waters, W. M. Woodhouse, and E. E. Barron (secretary). A sum of £155 was voted in grants of relief to widows and daughters of London solicitors, and other general business was transacted.

United Law Society.

A meeting of the above society was held on Monday, 11th of November, at 3, King's Bench-walk, Temple, E.C. The Hon. M. M. Macnaghten moved: "That the methods being adopted by Ulster to resist Home Rule are justifiable." Mr. H. B. Drysdale Woodcock opposed. The following gentlemen also spoke:—Mr. Neville Tebbutt, Mr. C. P. Blackwell, Mr. E. S. Cox-Sinclair, Mr. F. Burgis, Mr. G. Lailey, Mr. R. Primrose, Mr. Norman Aaron. The motion was carried by three votes.

Gray's-inn Moot Society.

(Master of the Moots: H. F. Manisty, Esq., K.C.).

A moot will be held in Gray's Inn Hall on Friday, the 15th of November, 1912, at 8.15 p.m., before P. Ogden Lawrence, Esq., K.C. Question: In 1900 *A* mortgaged Blackacre to *B* to secure £300 and interest. In 1901 *A* executed a second mortgage (subject to the mortgage of 1900) of Blackacre to the Plaintiff to secure £500 and interest. In 1905 *A* further charged Blackacre in favour of *B* to secure £200 and interest. In 1907 *A* (in consequence of pressure by *B* for repayment of the moneys due on his mortgage and further charge) agreed to sell Blackacre to *C*, who agreed with *D* for an advance of £300 to be secured by a first mortgage of Blackacre. One solicitor acted on behalf of *A*, *C*, and *D* in this transaction, and *A* concealed from him, and from *C* and *D*, the existence of the plaintiff's second mortgage of 1901. *D* advanced the £300, which the solicitor paid to *B*, from whom he obtained the title deeds. There was at this time owing to *B* £303 under the mortgage of 1900 and £40 under the further charge of 1905. *C* then paid the balance due to *B* under the mortgage of 1900 and the further charge of 1905, and the whole transaction was completed by three contemporaneous deeds: (1) a reconveyance by *B* to *A* freed from *B's* mortgage and further charge; (2) a conveyance by *A* to *C*; and (3) a mortgage by *C* to *D*.

In an action by the plaintiff against *A*, *C*, and *D* for a declaration that, on the execution of the reconveyance from *B* to *A*, *B's* mortgage merged in the fee, and the plaintiff's second mortgage became a first charge on Blackacre, the judge held that the mortgage of 1900 had not merged by the transaction of 1907, and that the defendant *D* was entitled to priority over the plaintiff. The plaintiff appeals against this judgment.

(See *Manks* v. *Whiteley* (1911, 2 Ch. 448; 1912, 1 Ch. 735) and the *Law Quarterly Review*, October, 1912, p. 348.)

All members of the four Inns of Court are invited to attend and take part in the moots. Two "counsel" will be heard for each of the parties.

The procedure will be in accordance with the practice of the Courts of Appeal.

Any member of an Inn of Court willing to argue at a moot should communicate as early as possible with the Under-Treasurer, Gray's Inn, W.C.

The Union Society of London.

The fourth meeting of the 1912-1913 session of the above society was held at 3, King's Bench Walk, Temple, on Wednesday, the 13th of November, at 8 p.m. The president, Mr. George F. Kingham, was in the chair. Dr. Cowburn proposed the following motion: "That this house approves of the Ulster Covenant and of the political movement that underlies it." Mr. E. H. St. Clair Miller opposed. The following members spoke in favour of the motion: Messrs. W. S. Jones, M. V. Hicks, W. R. Willson, H. R. Stables, C. A. Green. Messrs. Sanders, H. J. Cape, H. Green opposed the motion.

The motion for debate on Wednesday, the 20th of November, is: "That this house disapproves of the militant tactics of the suffragettes."

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of the above association was held at the Law Society's Hall, Chancery-lane, London, on the 13th inst., Mr. R. S. Taylor in the chair, the other directors present being Messrs. S. P. B. Bucknill, W. Cheesman (Hastings), T. S. Curtis, A. Davenport, T. Dixon (Chelmsford), W. Dowson, C. Goddard, J. R. B. Gregory, J. F. N. Lawrence, W. A. Sharpe, and W. M. Walters. A sum of £565 was distributed in grants of relief, eight new members were admitted, and other general business transacted.

Law Students' Journal.

Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—A meeting of the above society was held at the Law Library, Bennett's Hill, on Tuesday, 5th of November, Mr. J. Wylie in the chair. "The proprietors of the Sludpool Tea Garden contract with Messrs. Scatterdust and Co., pyrotechnic experts, to give a firework display in their grounds on 5th November. The proprietors of the Sludpool Palace of Joy, which is within a stone's-throw of the tea garden, enter into a similar contract with Messrs. Sparkes and Co., also pyrotechnic experts, but arrange that their display shall commence half an hour earlier than that in the tea garden. The admission charge to each show is 1s. On the night of the performance, at the appointed time, Messrs. Sparkes and Co. commence their display with a picturesque shower of rockets. Unfortunately, a chance spark from one of these wanders into the tea garden, where it inopportunely and prematurely ignites a fiery fountain, which had not then been properly fixed. In consequence, Paul Pry, an unwary prospective spectator of Messrs. Scatterdust's display, receives serious bodily injuries. Has he any remedy against (1) the proprietors of the Studpool Tea Gardens; or (2) the proprietors of the Studpool Palace of Joy?" Mr. H. S. Brookes, B.A., opened in the affirmative, and was supported by Messrs. D. A. Daniells, E. O. Taylor, E. C. G. Clarke, T. H. Ekins, W. H. Ledbrook, and S. H. Robinson. Mr. T. G. Mander opened in the negative, and was supported by Messrs. R. T. Richards, W. F. Horden, C. Coley, B.A., LL.B., B. S. Atkinson, H. Cooke, and C. E. Shelley. After the openers had replied, the chairman summed up, and on the question being put to the meeting, the voting resulted:—On the first question: For the affirmative, 4; for the negative, 9. On the second question: For the affirmative, 3; for the negative, 8. A hearty vote of thanks to the chairman for presiding concluded the meeting.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 12.—Chairman, Mr. P. B. Skeels.—The subject for debate was: "That this house regrets the Puritanic tendencies of present-day reformers." Mr. R. W. Handley opened in the affirmative; Mr. C. H. Woolrych seconded in the affirmative. The following members continued the debate: Messrs. C. F. King, H. G. Meyer, F. Burgis, C. Hocking Cosgrove, W. Pleadwell, C. F. Woodbridge, S. Hands, and A. R. H. Powys. The motion was lost by 2 votes.

Legal News.

Appointments.

Mr. ARTHUR C. DOWDING has been appointed a Commissioner for Oaths. Mr. Dowding was admitted in 1906.

Mr. HENRY OWEN, solicitor, of 5, Frederick's-place, Old Jewry, has been elected as chairman of Pembrokeshire Quarter Sessions, in the place of the late Mr. Abel Thomas, K.C.

Changes in Partnerships, &c.

Dissolution.

HENRY HAWKINS TURNER and GEORGE GLENNIE LESLIE MCCANDLISH, solicitors (Turner and McCandlish), 3, Raymond-buildings, Gray's Inn, London, 30th of June. The said George Glennie Leslie McCandlish will continue to carry on the said business under the style or firm of Turner and McCandlish.

[*Gazette*, Nov. 8.

Information Required.

CHARLES EDWARD LYNE.—Will required of Charles Edward Lyne, Belmont-road, Wallington, Surrey, who died on the 6th of May last.—Carr, Tyler, & Overy, 23, Rood-lane, E.C.

General.

Mr. Justice Bailhache has been elected a Bencher of the Society of the Middle Temple.

It is stated that Mr. Ward Coldridge, K.C., one of the recently created King's Counsel, will practise in Mr. Justice Joyce's Court.

The following gentlemen who have recently been promoted to the rank of King's Counsel appeared before his Majesty's Judges on Tuesday, and were called within the Bar with the usual formalities :—Mr. Walter B. Clode, Mr. D. C. Leck, Mr. Ward Coldridge, and Mr. A. Adair Roche.

Mr. W. Kensett Styles, the Clerk of the Rolls of the Law Society, who was selected by the National Rifle Association to represent Great Britain in the rifle competitions in the Olympic Games, in one of which he was successful in winning an Olympic Gold Medal, was again requested this year to represent Great Britain in three events at Stockholm, in one of which—a team competition—Great Britain took the second prize, Mr. Styles thus winning an Olympic Silver Medal in addition to the gold one he already held. Mr. Styles is now the holder of four medals for rifle shooting in international competitions.

The Treasurer of Lincoln's Inn, Lord Justice Vaughan Williams, and the Masters of the Bench entertained at dinner on Tuesday night, being the Grand Day in Michaelmas term, the following guests :—The Marquis de Soveral, Lord Moulton, Colonel Sir Charles Moore Watson, the Archdeacon of London, Lord Justice Hamilton, Sir R. C. Garton, Sir W. Goscombe John, R.A., Sir Sidney Colvin, Sir F. G. Kenyon, the Dean of Canterbury, the Master of Wellington College, the Vice-Provost of King's College, Cambridge, the Headmaster of Harrow, Mr. Rawlinson, K.C., M.P., Mr. Egerton Castle, Mr. W. Harrison Cripps, Captain Dampier, R.N., Mr. Stanley Boyd, M.D., Mr. G. Boydell Houghton, and Mr. Henry T. Terry.

In the House of Commons on the 7th inst. Sir F. Banbury asked the Prime Minister whether he was aware that the hon. baronet, the member for the Tower Hamlets (Sir Stuart Samuel), was a partner in the firm of Messrs. Samuel Montagu and Co.; whether he was aware that his Majesty's Government had been purchasing large amounts of silver through, or of, that firm; whether he was aware that, when the Government purchased two ships through Messrs. Antony Gibbs and Sons in 1904 Lord Aldenham and Mr. Vicary Gibbs, then members of this House and partners in the firm, resigned their seats under the Statute 22 George III., c. 45; and when it was proposed to move the writ for the Tower Hamlets Division. Mr. Asquith : I have referred this question to the Law Officers of the Crown, who are inquiring into the matter.

At Liverpool Assizes, on the 12th inst., says the *Times*, James Barton, formerly practising as a solicitor at Liverpool and Wigan, pleaded "Not guilty" to charges of perjury and misappropriation. On the first charge it was alleged that the defendant swore affidavits for the purpose of having his bankruptcy proceedings adjourned, in the first of which he said his liabilities were £300 when they were, according to his statement of affairs, over £1,000. The other two affidavits were said to be of a similar character. The defence contended that the adjournments were for the purpose of getting money to pay off the creditors so that Barton's business would not be ruined. In the misappropriation charge the chief witness for the prosecution said that more money was owing to Barton than the amount he had received to pay the plaintiff in an action in which he was solicitor for the defendants. The jury returned a verdict of "Not guilty" in both cases.

In the House of Commons on Monday Mr. Chiozza Money asked the Prime Minister whether, seeing that the Statute 22 George III., c. 45, was devised to exclude from the proceedings of the House any person having a pecuniary interest in a Government contract; that, owing to the wide extension of the joint stock principle the statute in question had been rendered null and void in the larger number of cases in which it ought to operate, the gross assessment of profit to income-tax under persons and firms being £188,000,000, whereas the assessment of public companies was £302,000,000; and whether, in view of these circumstances, he proposed to introduce immediate legislation to amend the statute in question to render it effective by preventing directors and shareholders who drew profits from Government contracts from sitting in the House. Mr. Asquith : Owing to the circumstances referred to, the law at present appears to me to operate unevenly, and should, I think, form the subject of inquiry.

Since the beginning of the present sessions of the Central Criminal Court, says the *Times*, complaints have been made of the loss of overcoats and umbrellas from the barristers' clerks' room at the Old Bailey. The apartment is on the floor of the Sessions House immediately above that on which the courts are situated. It will be remembered that a few months ago the housekeeper's office on the ground floor was broken into and the safe robbed of about £30 in gold, but no clue to the perpetrator or perpetrators of the robbery has yet been discovered. In the course of the last sittings another incident of a mysterious nature was brought to light. It was found that telephonic communication between the building and the various police-stations had been severed by the cutting of the wires in the basement, the effect of which might have been to cause extreme inconvenience in the administration of justice.

The removal of the London Sessions to Clerkenwell, says the *Globe*, pending the rebuilding of the court at Newington, is creating a rather pretty quarrel over the distribution of the court briefs. At the North London Sessions it has long been the custom to distribute these briefs among the senior members of the Bar, leaving the juniors, more than five times as numerous, to go empty away. At the South London Sessions, as at the Central Criminal Court and the Middlesex Sessions, this principle of *seniores priores* does not apply, the senior and junior members of the Bar have their share of "soup" in turn. The powers that be propose that the more equitable practice at the South London Sessions should be adopted at the North London Sessions—they propose, indeed, that the two Bars should be amalgamated—but the proposal, naturally enough, does not commend itself to the practitioners whose rights of seniority are assailed.

At North London Police Court on Monday, says the *Times*, Joseph Coffield, 37, High-street, Marylebone, was charged before Mr. Hedderwick with being drunk while having the charge of a motor-car at Camden-road, Holloway. It was stated in evidence that the prisoner drove the car into the railings of Holloway Prison, eleven of which were smashed. Mr. Hedderwick said that after the number of warnings he had given to motorists charged with being drunk while in charge of their cars, he had made up his mind to send every motorist convicted before him of such an offence straight to prison, for this sort of offence had happened far too often. He would make this the last case where persons coming before him on a similar charge and convicted could expect to be treated otherwise than being sent to prison, and possibly having their certificate suspended for a long period. He fined the prisoner 40s. and costs, 7s. 6d., or, as an alternative, sentenced him to one month's imprisonment in the second division, and suspended his certificate for three months.

In Liverpool, on the 8th inst., five Territorials were summoned for non-attendance at camp, and the point was raised as to whether imprisonment could be ordered as an alternative to a fine. For the prosecution it was explained that in cases where the defendants had no goods on which distraint could be levied they were able to snap their fingers at the authorities unless imprisonment could be enforced. The Clerk (Mr. Sanders) pointed out that although it was formerly the practice to inflict imprisonment as an alternative, the Home Office wrote him advising that the fine was a civil debt and not a penalty. Territorial instructions for some time contained a clause stating that fines were not to be recovered as penalties, but as civil debts. The War Office had taken the opposite view, and disagreed with the Home Office on the matter, which was important to Territorials throughout the country. Mr. Sanders undertook to reopen correspondence with the Home Office in order to get the point settled. Four defendants were fined 20s., and the case of the fifth was adjourned, as he was below the qualifying age for full membership. The Bench deferred their decision as to ordering imprisonment.

The Property Mart.

Forthcoming Auction Sales.

Nov. 19.—Messrs. HAMPTON & SONS, at the Mart, at 2: Freehold and Leasehold Properties, &c. (see advertisement, page xiii, Oct. 26).

Nov. 19.—Messrs. DANIEL SMITH, SON & OAKLEY, at Cricklade, at 3.30: Dairy Holding, &c. (see advertisement, back page, Oct. 19).

Nov. 20.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2: Freehold Ground Rents (see advertisement, page xiii Oct. 26).

Nov. 21.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Policies, &c. (see advertisement, back page, this week).

Dec. 4.—Messrs. DANIEL SMITH, SON & OAKLEY, at the Mart: Residences, Building Estate, &c. (see advertisement, page xiii, Oct. 26).

Dec. 10.—Messrs. HORNE & Co., at the Mart, at 2: Freehold Building Site (see advertisement, back page, this week).

Dec. 18.—Messrs. WEATHERALL & GREEN invite tenders for Freehold Site (see advertisement, page xv, Oct. 26).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date,	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady
Monday Nov. 18	Mr Borrer	Mr Bloxam	Mr Farmer	Mr Beal
Tuesday 19	Leach	Beal	Synge	Greswell
Wednesday..... 20	Goldschmidt	Greswell	Bloxam	Borrer
Thursday..... 21	Farmer	Leach	Goldschmidt	Synge
Friday 22	Church	Borrer	Leach	Farmer
Saturday 23	Synge	Goldschmidt	Church	Bloxam

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday Nov. 18	Mr Synge	Mr Greswell	Mr Leach	Mr Goldschmidt
Tuesday 19	Borrer	Church	Goldschmidt	Bloxam
Wednesday..... 20	Beal	Leach	Church	Farmer
Thursday..... 21	Bloxam	Borrer	Greswell	Church
Friday 22	Goldschmidt	Synge	Beal	Greswell
Saturday 23	Farmer	Beal	Borrer	Leach

Winding-up Notices.

London Gazette.—FRIDAY, Nov. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CANVEY UNDERTAKINGS, LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Herbert Birch, 37 & 39, Essex st, Strand, liquidator.

DEVONSHIRE DAIRIES (EASTBOURNE), LTD.—Creditors are required on or before Nov 18, to send their names and addresses, and the particulars of their debts or claims, to George Whitfield Plummer, 69, Terminus rd, Eastbourne, liquidator.

EAST GWANDA MINES, LTD.—Petn for winding up, presented Nov 6, directed to be heard Nov 19. Ashurst & Co, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 18.

FLEETWOOD AND DISTRICT ELECTRIC LIGHT AND POWER SYNDICATE, LTD.—Creditors are required, on or before Dec 20, to send in their names and addresses, and the particulars of their debts or claims to Mr William Cash, 90, Cannon st. Wnale & Wates, Cannon st, solors for the liquidator.

G. W. COOMBES, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Nov 16, to send their names and addresses, and the particulars of their debts, or claims, to Frederick Bernard Harper, 35, Great Tower st, liquidator.

GAMLINS, LTD.—Petn for winding up, will be heard Nov 19, before Mr. Justice Neville. J. F. Read & Brown, 77A, Bord st, Liverpool, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 18. London address for service of the above, Haise, Trustram & Co, 61, Cheapside.

H. THORNE & SON, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to William Arthur Judge, Swadford chmbrs, Skipton, liquidator.

LONDON AND CONTINENTAL PUBLISHING CO, LTD.—Creditors are required, on or before Nov 20, to send their names and addresses, and the particulars of their debts or claims, to Daniel Steuart Fripp, 90, Cannon st, liquidator.

NATIONAL FIBRES CORPORATION, LTD—Creditors are required, on or before Dec 31, to send in their names and addresses, and the particulars of their debts or claims, to Robert William Outram, 26, Charing cross, liquidator.

NEWCASTLE STONE DRESSING CO, LTD.—Creditors are required, on or before Dec 9, to send in their names and addresses, with particulars of their debts or claims, to Arthur Hastings Septimus Glenton, 20, Collingwood st, Newcastle upon Tyne, liquidator.

OIL TRUST OF GALICIA, LTD.—Petn for winding-up, presented Nov 6, directed to be heard Nov 19. Mayo & Co, 10, Drapers' gdns, Throgmorton av, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 18.

PREMIER CLOTHING CO, LTD—Creditors are required, on or before Nov 22, to send their names and addresses, and the particulars of their debts or claims, to Davis & Co, 36, Dale st, Liverpool, solors for the liquidator.

RUBBER EXPLORATION CO, LTD.—Petn for winding-up, presented Nov 6, directed to be heard Nov 19. Bruce & Co, Bassishaw House, Basinghall st, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 18.

S. STRONG & CO, LTD.—Petn for winding-up presented Nov 6, directed to be heard Nov 19. Longhurst, 2, Fenchurch bldgs, solor for the petnr. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Nov 18.

WOODFIELD COLLIERIES, LTD—Petn for winding up, presented Nov 5, directed to be heard Nov 19. Waterhouse & Co, 1, New ct, Lincoln's inn, agents for Winterbotham & Co, Cheltenham, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 18.

London Gazette.—TUESDAY, Nov 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLISTER AND MAYOR, LTD.—Petn for winding up presented Oct 22, directed to be heard Court House, Government bldgs, Victoria st, on Nov 22 at 10. Howard-Watson, 24 & 26, North John st, Liverpool, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 21.

WILLIAM PRIESTLEY, LTD.—Creditors are required, on or before Dec 7, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Smith, King st, Gloucester, liquidator.

WIMBLEDON PARK CLUB CO, LTD.—Creditors are required, on or before Nov 18, to send their names and addresses, and the particulars of their debts or claims, to Geo. E. Bristow, liquidator.

UNLIMITED IN CHANCERY.

ST AGNES LOYAL PHILANTHROPIC SOCIETY, AND IN THE MATTER OF THE ST AGNES JUVENILE BRANCH OF THE PHILANTHROPIC ASSOCIATION.—Petn for winding up, presented Nov 7, directed to be heard at Truro, Dec 17. Bennetts, 7, Princes st, Truro, solors for the ptnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec 16.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Nov. 8.

NEW TANNAGE SYNDICATE, LTD.
MECHANICAL SPECIALITIES, LTD.
C. A. BLOM & CO, LTD.
NORTH BRITISH PLUMBING CO, LTD.
GAMLINS, LTD.
CAMBRIDGE HOTEL AND HYDRO (SCARBOROUGH), LTD.
CANVEY ISLAND UNDERTAKINGS, LTD.
BASSET AND GRYLLS (1909), LTD.
PREMIER CLOTHING CO, LTD.
FUN, LTD.

STEPHEN SWIFT & Co, LTD.
LONDON AND CONTINENTAL PUBLISHING Co, LTD.
CHARLES FRY & Co, LTD.
DEVONSHIRE DAIRIES (EASTBOURNE), LTD.
HOUGHTON PRESS, LTD,
NEW AURORA SYNDICATE, LTD.
H. O. DRUG Co, LTD.
CENTRAL TYPEWRITER Co, LTD.
AUTO-TAXICABS, LTD.
NEWCASTLE-ON TYNE CYCLING AND ATHLETIC GROUND Co, LTD.
GILBERT GOLD MINE, LTD.
NATIONAL FIBRES CORPORATION, LTD.

London Gazette—TUESDAY, NOV. 12.

GAUNTLETT PLATE, LTD.
AXIM AND TARKWA GOLDFIELDS, LTD.
WIMBLEDON PARK CLUB Co, LTD.
JOHN WALMSLEY, SONS AND Co, LTD.
AISH'S STORES, LTD.
CAMBRIAN MILLS, LTD.
GUAPO (TRINIDAD) OIL Co, LTD.
ANGLO-CONTINENTAL TYPEWRITER DISTRIBUTING Co, LTD.
OLDINGS, LTD.
INVESTMENT AND DEBENTURE SYNDICATE, LTD.
W. J. WOODS & Co, LTD.
MASHONALAND CONSOLIDATED (1909), LTD.
WHITE JACKET STEAMSHIP Co, LTD.
JAMES CARSON & Co, LTD.
HOUNSLOW PALACE, LTD.
SMITH SLOTTING MACHINE Co, LTD.
DORIS MOTOR LAUNCH Co, LTD.
J. BARTON-FAITHFULL & Co, LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 12.

COUCHMAN, CATHERINE, Lee rd, Blackheath Dec 12 Collyer & Collyer v Couchman Joyce, J Hill, Queen Victoria st

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 8.

BARNWELL, Rev HENRY LOWRY, Glastonbury, Somerset Dec 5 Gould & Swayne Glastonbury
BAXTER, PETER, Carlton Colville, Suffolk, Fishing Boatowner Dec 10 Johnson, Lowestoft
BIRDWOOD, EDITH MARIAN SIDONIE, Twickenham Dec 31 Holman & Co, Lloyd's av
BLIZARD, MARY, Oxford gdns, North Kensington Dec 7 Thompson & Co, Raymond bldgs
BOWEN, Rev WILLIAM, Llangorse, Brecon Jan 1 Jeffreys & Powell, Brecon
BRIDGES, PERCY WILSON, West Hampstead Dec 15 Close, Bagshot
BRIGHTWELL, MARY, Mill la, Brixton Hill Dec 19 Pope, Devereux ct, Temple
BUCKHAM, ELLEN, Cheadle, Chester Dec 6 Bennett & Co, Buxton
BURROUGHES, Hon Mrs EMILY, Tunbridge Wells Dec 10 Rooper & Whately, Lincoln's inn fields
BUSHELL, HENRY WICKHAM, Sherston, nr Malmesbury Dec 14 Clough, Dewsbury
CATCHPOLE, WILLIAM, Weeley, Essex Dec 1 Symnot, Manningtree
CETTI, EDWARD, Careno, Italy Dec 7 Rutland, Chancery la
CLUTTERBUCK, WALTER, Wotton Without, Glos Dec 10 Clutterbuck, Gloucester
COOPER, THOMAS, Worthing Dec 5 Taylor, Lincoln's inn fields
COX, EMMA JANE, Petersfield, Hants Dec 30 Burley, Petersfield
COX, FRANCIS CHARLES, Petersfield, Hants Dec 30 Burley, Petersfield
CRAWFORD, CAROLINE, MARGARETTE, Ambleside, Westmorland Dec 23 Nelson & Co, Leeds
DAVENPORT, SARAH, Hey, in Lees, Lancs Dec 16 Ponsonby & Carlile, Oldham
DEACON, HARRIETT, Sutton, Surrey Dec 14 Gibson & Son, Sutton, Surrey
DESBOROUGH, THOMAS, Wisbech St Mary, Cambridge Dec 10 Ollard & Son, Wisbech
DOHERTY, ELIZA, Moseley, Birmingham Dec 9 Gateley & Sons, Birmingham
EDE, SUSAN, Devonshire rd, Balham Dec 10 Potter & Co, Queen Victoria st
ENDACOTT, MARY, Chagford, Devon Dec 31 Neck, Moretonhampstead
GILES, WILLIAM JOHN, Chatham, Hotel Proprietor Nov 30 Hearn, Chatham
JONES, EDWIN SOUTHWOOD, Risca, Mon, Mining Engineer Dec 30 Le Brasseur & Co, Newport, Mon
JONES, JOHN, Glan Conway, Denbigh, Farmer Dec 6 Porter & Co, Conway
LAMPET, MARY ANN, Leamington Spa Nov 23 Blaker, Leamington Spa
LEA, MARIA, Waterlooville, nr Cosham, Hants Dec 10 Ivens & Co, Kidderminster
LINES, MARY JANE, Bradford on Avon, Wilts Dec 5 Wood & Awdry, Chippenham
MACAULAY, FREDERICK JULIUS, North Side, Clapham Common Dec 7 Wyatt & Co, Stephen's House, Westminster
MACLEAN, JAMES, Alleyn Park, Dulwich Dec 7 Stephenson & Co, Lombard st
MANN, HANNAH ESTHER, Brechin, Forfarshire Dec 9 Greig, Newlands park, Sydenham
GOULDER, WILLIAM, Great Yarmouth, Baker Nov 20 Burton & Son, Great Yarmouth
GUNDRY, JOSEPH, Hampstead Dec 20 Vandercom & Co, Bush la
HARDWICH, LOUISA, Dedham, Essex Dec 1 Symnot, Manningtree, Essex
HAWKINS, JAMES, Gloucester ter, Regent's Park Dec 7 Pownall & Co, Staple inn
HELLYER, ROBERT, Kirk Ella, Yorks Dec 12 Jackson & Co, Hull
HICKMAN, EMMELINE ELLEN, Salisbury Dec 1 Whitehead, Salisbury
HOWELL, FREDERIC, Bath Dec 2 How, Bath
INGHAM, MARY, Pudsey, Yorks Dec 3 Womersley, Leeds
JOEL, JOHN RICHARD, Chichester Dec 8 Raper & Co, Chichester
MOORE, SUSAN JANE, Blackpool Dec 1 Tatham, Blackpool
OUGHTERSON, GEORGE BLAKE, Lee, Kent Dec 7 Stephenson & Co, Lombard st
OWEN, CATHERINE ANN, Rhosbeirio, Anglesea Jan 1 Williams, Porth yr Aur, Carnarvon
PAGE, FRANCIS, Uttoxeter, Staffs Dec 10 Gardner, Newport, Mon
RICHARDSON, WILLIAM, Great Grimsby Dec 6 Thompson & Co, Hull
RULE, HONOR, Cardiff Dec 9 Stephens, Cardiff
SCEARS, GEORGE WILLIS, Regent st Dec 5 Dimond & Son, Welbeck st
SIDEBOTTOM, JOHN, Moston, Manchester Dec 14 Higham & Co, Manchester
SLATER, CHARLES DUNDAS, Golder's Green Dec 12 Nye & Co, Serjeant's inn, Temple
SMITH, ROBERT, Maidenhead Dec 7 Howard & Broomhall, Maidenhead
SOUTHWELL, JAMES, Aylesford, Kent Dec 19 Stratton, West Malling, Kent
SPEAKMAN, MATHIAS, Appley Bridge, nr Wigan Dec 7 Price & Jackson, Wigan
SPINKS, MATTHEW, Hackford, Norfolk, Butcher Dec 13 Newton & Co, Wymondham
STAPLEY, HARRIETT ROSINA, Carshalton, Surrey Dec 14 Gibson & Son, Sutton, Surrey
SUNDERLAND, JONATHAN WALTON, Stanbury, nr Haworth, Yorks Nov 25 Wright & Atkinson, Keighley
SWINSCOW, FREDERICK, Tunbridge Wells Dec 21 Parson & Co, Lime st
TATE, JOHN, Hornsey Dec 7 Smith & Co, London Wall
THOMAS, LEWIS GWYNNE, Colwyn Bay, Denbigh Dec 14 Evans & Jones, Ruthin
TOMKINSON, JAMES, Audley, Stafford, Farmer Nov 25 Pedley & Co, Crewe
TOMKINSON, JOHN, Audley, Stafford, Farmer Nov 25 Pedley & Co, Crewe
TOMKINSON, GEORGE, Audley, Stafford, Farmer Nov 25 Pedley & Co, Crewe
TREDGETT, JOHN, Thaxted, Essex, Farmer Dec 9 Wade & Co, Dunmow
WATSON, ANN, Cardiff Dec 8 Morgan & Co, Cardiff
WATSON, GEORGE, Ffestiniog, Merioneth Dec 8 Morgan & Co, Cardiff
WHEATCROFT, HENRY, Cromford, nr Matlock Bath, Merchant Dec 14 Lymn, Matlock

London Gazette—TUESDAY, NOV. 12.

ASHBURNER, NORMAN LAFONE, Horse Guards, Whitehall, Architect Dec 16 Whitford & Thorp, Budge row
ASHTON, ROBERT CECIL NOEL, Sunningdale, Surrey Dec 12 Lycett & Co, Manchester
ATKINSON, FANNY, Sherburn in Elmet, Yorks Dec 14 Lumb, Leeds
AULT, EDWIN, Bromley, Kent, Civil Engineer Dec 31 Cozens, Hampton, Middlx
BROWN, WILLIAM, Torquay, Saddler Dec 14 Kitsons & Co, Torquay
BROWNING, JAMES WALTER, Bisley, Glos Dec 3 Franklin & Jones, Gloucester
BURNS, ANDREW MONCRIEFF, Sutton, Surrey Dec 21 Oppenheim & Sons, St Helens
BUTT, WILLIAM, Maulden, Beds, Farmer Dec 29 Tanqueray, Ampthill, Beds
CADWALLADR, JOHN WILLIAM, and EMILY CADWALLADR, Swansea Dec 23 Christians, Swansea
CASE, JAMES PHILIP, Whyteleafe, Surrey Dec 31 Jones & Co, Laurence Pountney hill
CHAMBERLAIN, MARIANNE, Weston super Mare Jan 7 Benson & Co, Bristol
CHATER, ELIZA, Guildford Dec 20 Godwin & Chater, Warwick ct, Grays inn
CROSSLAND, GEORGE, Tierney rd, Streatham, Bootmaker Dec 7 Lithgow & Pepper Wimpole st
DAVIDSON, MADALENE, Swansea Dec 15 Strick & Bellingham, Swansea
CLINTON, THOMAS DENT, Brooke st, Surgeon Dec 12 Stephenson & Co, Lombard st
DIXON, ANN, Cowpen Village, Northumberland Dec 7 Alderson, Morpeth
DIXON, ROBERT MILBURN, Cowpen Village, Northumberland Dec 7 Alderson, Morpeth
EDWARDS, JOHN HENRY, H.M.S. Bellerophon, Naval Instructor Dec 16 Meade-King & Co, Bristol
GANDLEY, GRACE FRANCES, Leeds Dec 14 Lumb, Leeds
GRIFFITHS, ANN, Great College st, Camden Town Dec 19 Lewis, Chancery la
GWYNNE, JOHN, Kenton, Middlx, Engineer Dec Nicholls & Co, don st
HATTERSLEY, ROBERT, Sheffield Dec 13 Watson & Co, Sheffield
JONES, SOPHIA, Brentford End, Middlx Dec 7 Ruston & Co, Brentford
METCALFE, FRANCIS JAMES, Killamarsh, Derby Dec 7 Hall, Eckington, nr Sheffield
MURRAY, PETER, Castletown rd, West Kensington Nov 30 Murray, Thornhill, Perthshire
NEWTON, JOHN WILLIAM, Holbeach, Higgler Dec 14 Wilders & Son, Holbeach
OSBORNE, ELIZA, Bristol Dec 9 Sturge, Bristol
OWERS, FREDERICK ALEXANDER, Cambridge Nov 25 Bye & Ennion, Soham, Newmarket
PATTLE, WILLIAM, Boxford, Suffolk, Horse Dealer Dec 6 Grimwade & Son, Hadleigh, Suffolk
PRIDE, HENRY WYNN, Usk, Mon Dec 24 Williams & Tweedy, Monmouth
RICHARDS, Sir FREDERICK WILLIAM, Hurlingham ct, Middlx Dec 30 Tyler, Clement's Inn
RICHES, JOHN GEORGE, Catfield, Norfolk, Merchant Dec 16 Goodchild, Norwich
RUSSELL, JAMES CHOLMELEY, Haslemere, Surrey Dec 16 Tucker & Co, New ct, Lincoln's inn
ST QUINTIN, PERSEY, Richmond, Surrey Dec 7 Smith & Burrell, Richmond, Surrey

SADLER, JOHN, Blyth, Northumberland Dec 3 Lynn & Co, Blyth
SEYMOUR, DANIEL, Baltimore, Maryland, USA Dec 24 McKenna & Co, Basinghall st
SINCLAIR, BENJAMIN GEORGE, Berwick upon Tweed, Shipbroker Dec 12 Berwick upon Tweed
TAYLEUR, CONSTANCE EMILY, Dorchester, Dorset Dec 16 Tucker & Co, New ct, Lincoln's inn
THOMAS, HENRY, Ingatestone, Essex Nov 30 Maskell, Chelmsford
TUFNELL-TYRELL, JOHN LIONEL, Boreham, Essex Dec 16 Gebb & Sons, Chelmsford
VAUGHAN-LEE, CLARA ELIZABETH, Ilminster Dec 7 Walter, Ilminster
WAINWRIGHT, JOHN, Llandudno, Carnarven Dec 21 Boote & Co, Manchester
WALKER, ANNA EVANS, Hove, Sussex Nov 30 Brennan & Brennan, Maidstone
WATKINS, EDWARD, Cleveland st, Fitzroy sq Dec 11 Hemsley & Co, Old Burlington st
YOUNG, RICHARD, Manchester, Carrier Dec 21 Rhodes & Jones, Manchester

Bankruptcy Notices.

London Gazette.—FRIDAY, Nov. 8.

RECEIVING ORDERS.

ALDERTON, CHARLES, Southend on Sea Chelmsford Pet Sept 4 Ord Oct 23
ANDREWS, G W, Boscombe, Hants Poole Pet Oct 21 Ord Nov 4
ATKINSON, ARTHUR HERBERT, Easington, Yorks, Builder Kingston upon Hull Pet Nov 5 Ord Nov 5
BARON, S, Argyle pl, Regent st High Court Pet Sept 9 Ord Nov 5
BASSETT, MADELINE, Oxford Oxford Pet Nov 5 Ord Nov 5
BLIGH, WILLIAM HODGES, Ramsgate, Kent, Printer Canterbury Pet Nov 5 Ord Nov 5
BLYTON, FREDERICK WILLIAM, and CHARLES DANIEL BLYTON, Upper Kennington ln, Builders High Court Pet Nov 5 Ord Nov 5
BULLIVANT, ISAAC, Nottingham, Bootmaker Nottingham Pet Nov 4 Ord Nov 4
CHILDS, ERNEST, Albert rd, South Tottenham, Contractor Edmonton Pet Oct 2 Ord Nov 4
COKE, REGINALD GREY, Saint James's st High Court Pet Oct 11 Ord Nov 4
COLLINS, SAMUEL, Halifax, Slater Halifax Pet Nov 5 Ord Nov 5
CRUTTENDEN, WILLIAM, Hastings, Solicitor Hastings Pet Aug 13 Ord Nov 5
EVANS, WILLIAM REES, Pantyffynon, Carmarthen, Railway Platelayer Carmarthen Pet Nov 6 Ord Nov 6
FRIZZELL, CHARLES JAMES, Boscombe, Hants, Fishmonger Poole Pet Nov 4 Ord Nov 4
FRETWELL, HAROLD, Rotherham, Solicitor Sheffield Pet Oct 16 Ord Nov 5
GARNETT, JOHN FREDERIC, and WILLIAM GARNETT, Bowness-on-Windermere, Westmorland, Nurseryman Kendal Pet Nov 4 Ord Nov 4
GILL, HENRY, South Kilworth, Leicester, Small Holder Birmingham Pet Nov 6 Ord Nov 6
HODGKINSON, WILLIAM PERCY, Nelson, Lancs, Cloth Agent Burnley Pet Oct 24 Ord Nov 6
JARMY, ROBERT, Halesworth, Suffolk, Ironmonger, Great Yarmouth Pet Nov 5 Ord Nov 5
JOHN, SAMUEL LEWIS, Caerau, nr Bridgend, Glam, Fishmonger Cardiff Pet Nov 4 Ord Nov 4
JONES, JOHN ROBERT, Llangwm, Denbigh, Farmer Wrexham Pet Nov 6 Ord Nov 6
KIRKLEY, JOSEPH JACKSON, Nelson, Lancs, Plumber Burnley Pet Nov 6 Ord Nov 6
LACY, JOHN, Belbroughton, Worcester, Farmer Worcester Pet Nov 5 Ord Nov 5
LEACEY, JAMES STANLEY, Churchdown, Glos, Baker Gloucester Pet Nov 2 Ord Nov 2
LONG, ARTHUR GEORGE, Newcastle under Lyme, Licensed Victualler Hanley Pet Nov 4 Ord Nov 4
MICKLAM, WILLIAM, King's rd, Chelsea, Grocer High Court Pet Sept 21 Ord Nov 6
MIDDLETON, P C, Lime st, Bootmaker High Court Pet Oct 14 Ord Nov 6
NICHOLSON, JOHN HENRY, Bridlington, Yorks, Stationer Scarborough Pet Nov 6 Ord Nov 6
PHILLIPS, M & SON, Manchester, Tailors Manchester Pet Oct 24 Ord Nov 6
PILKINGTON, ALEXANDER, Blackpool, General Smallware Dealer Preston Pet Nov 5 Ord Nov 5
PORTLOCK, WALLACE MARK, Keighley, Yorks, Coal Dealer Bradford Pet Nov 5 Ord Nov 5
POSTLEWHITE, JOSEPH, Manchester, Fancy Goods Dealer Scarborough Pet Nov 6 Ord Nov 6
POULTON, FAVILLE CLEMENT, Eccles, nr Manchester, Consulting Engineer Salford Pet Sept 12 Ord Nov 5
PRIELER, WILLIAM, South Godstone, Surrey, Farmer Croydon Pet Oct 11 Ord Oct 24
ROBERTS, EDWIN INWOOD, Downhills Park rd, West Green, Grocer Edmonton Pet Nov 6 Ord Nov 6
ROBERTS, GERAINT, Penygroes, Carnarvon, Draper Bangor Pet Oct 21 Ord Nov 5
ROLSTON, WILLIAM GEORGE, Cantley, Norfolk Norwich Pet Nov 4 Ord Nov 4
RUSSELL, CHARLES, Whepstead Suffolk, Farmer Bury St Edmunds Pet Oct 23 Ord Nov 6
SHEPHERD, HERBERT, Ossett, Yorks, Hosier Dewsbury Pet Nov 5 Ord Nov 5
SHIPLEY, ENOCH, Nottingham, Lace Curtain Manufacturer Nottingham Pet Nov 6 Ord Nov 6
SMITH, ARTHUR THOMAS, Luton, Beds, Picture Frame Maker Luton Pet Nov 4 Ord Nov 4
SOUTHGATE, CHARLES FRANCIS, Queen st, Cheapside, Solicitor High Court Pet Oct 1 Ord Oct 31
STALLIARD, ARTHUR J, Eakring, Notts, Farmer Nottingham Pet Oct 30 Ord Nov 4
TOSSELAND, WALTER, Kettering, Florist Northampton Pet Nov 5 Ord Nov 5
WEBB, GEORGE HISCOTT, Falmouth, Grocer Truro Pet Nov 4 Ord Nov 4

Amended Notice substituted for that published in the London Gazette of Nov 5:

BEVNON, OWEN EDWARD, Bwlche Farm, nr Llandebe, Carmarthen, Farmer Carmarthen Pet Oct 31 Ord Oct 31

FIRST MEETINGS.

ANDREWS, G W, Boscombe Nov 18 at 3 Arcade chmbrs (first floor), Bournemouth
BAINES, JOHN PARKINSON, Lancaster, Auctioneer Nov 18 at 2.30 Palatine Café, Market st, Lancaster
BARON, S (male), Argyle pl, Regent st Nov 19 at 11 Bankruptcy bldgs, Carey st
BLYTON, FREDERICK WILLIAM, and CHARLES DANIEL BLYTON, Upper Kennington ln, Builders Nov 19 at 12 Bankruptcy bldgs, Carey st
COKE, REGINALD GREY, St James' st Nov 19 at 1 Bankruptcy bldgs, Carey st
COLLINS, SAMUEL, Halifax, Slater Nov 16 at 10.45 County Court, Prescott st, Halifax
EVANS, WILLIAM REES, Penybank, Llandillo, Railway Platelayer Nov 19 at 11.45 Off Rec, 4, Queen st, Carmarthen
FRIZZELL, CHARLES JAMES, Boscombe, Hants, Fishmonger Nov 18 at 2.30 Arcade chmbrs (first floor), Bournemouth
HIGGINS, WILLIAM HENRY, Cardiff, Organist Nov 18 at 3 117, St Mary st, Cardiff
HUGHES, RICHARD, Llandudno, Coal Merchant Nov 16 at 12 Off Rec, King st, Newcastle, Staffs
KING, JOHN, Middlesbrough, General Carrier Nov 18 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
LAWSON, TOM GEORGE, Manchester, Warehouseman Nov 16 at 11.30 Off Rec, Byrom st, Manchester
LOFTUS, MARTIN, Bolton, Clogger Nov 16 at 11 Off Rec, 19, Exchange st, Bolton
LONG, ARTHUR GEORGE, Newcastle, Staffs, Licensed Victualler Nov 16 at 11 Off Rec, King st, Newcastle, Staffs.
LOVEKIN, EMMANUEL, Stone, Staffs, Dentist Nov 16 at 11.30 Off Rec, King st, Newcastle, Staffs
MICKLAM, WILLIAM, King's rd, Chelsea, Grocer Nov 20 at 11 Bankruptcy bldgs, Carey st
MIDDLETON, P C, Lime st, Boot Maker Nov 20 at 12 Bankruptcy bldgs, Carey st
PORTLOCK, WALLACE MARK, Keighley, Yorks, Coal Dealer Nov 18 at 11 Off Rec, 12, Duke st, Bradford
POSTLEWHITE, JOSEPH, Manchester, Fancy Goods Dealer, Nov 19 at 3 Off Rec, The Red House, Duncombe pl, York

POUNDER, ARTHUR, Nottingham Nov 19 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
POWELL, JOHN DOWDING, Epping, Essex Nov 18 at 12 Off Rec, 14, Bedford row
TANNER, ARTHUR JOHN, East Coker, Somerset, Farmer Nov 19 at 3 Three Choughs Hotel, Yeovil
TRAPPITT, WILLIAM EDWIN, Spencers Wood, nr Reading, Builder Nov 21 at 12 Queen's Hotel, Reading
YORK, FRANK, Shifnal, Salop, Farmer Nov 16 at 12 Off Rec, 22, Swan hill, Shrewsbury

ADJUDICATIONS.

ATKINSON, ARTHUR HERBERT, Kingston upon Hull Builder Kingston upon Hull Pet Nov 5 Ord Nov 5
ANDERSON, ALEXANDER CHARLES MAURICE, Copthal bldgs, Stockbroker's Clerk High Court Pet Aug 2 Ord Nov 5
BASSETT, MADELINE, Oxford, Lodging House Keeper Oxford Pet Nov 5 Ord Nov 5
BATHURST, ARTHUR REGINALD HARVEY, Jermyn st High Court Pet Sept 24 Ord Nov 5
BLIGH, WILLIAM HODGES, Ramsgate, Printer Canterbury Pet Nov 1 Ord Nov 5
BLYTON, FREDERICK WILLIAM and CHARLES DANIEL BLYTON, Upper Kennington ln, Builders High Court Pet Nov 5 Ord Nov 6
BRANSON, JOHN BERTRAM, PHILIP HERBERT BURNIE, and SAMUEL EMERSON SMITH, Nottingham Hastings Pet Oct 9 Ord Nov 5
BULLIVANT, ISAAC, Nottingham, Bootmaker Nottingham Pet Nov 4 Ord Nov 4
CHILDS ERNEST, Albert rd, South Tottenham, Contractor Edmonton Pet Oct 2 Ord Nov 6
COLLINS, SAMUEL, Halifax, Slater Halifax Pet Nov 5 Ord Nov 5
EVANS, WILLIAM REES, Penybank, Llandilo, Railway Platelayer Carmarthen Pet Nov 6 Ord Nov 6
FRIZZELL, CHARLES JAMES, Boscombe, Hants, Fishmonger Poole Pet Nov 4 Ord Nov 4
GILES, HARRY GILBERT, Birmingham, Tobacco Dealer High Court Pet Sept 23 Ord Nov 4
GILL, HENRY, South Kilworth, Leicester, Smallholder Birmingham Pet Nov 6 Ord Nov 6
HAGELL, ALFRED LATHEM, The Exchange, Muswell Hill Furniture Dealer High Court Pet Oct 30 Ord Nov 4
JARMY, ROBERT, Halesworth, Suffolk, Ironmonger Great Yarmouth Pet Nov 5 Ord Nov 5
JOHN, SAMUEL LEWIS, Caerau, nr Bridgend, Fishmonger Cardiff Pet Nov 4 Ord Nov 4
JONES, JOHN ROBERT, Llangwm, Denbigh, Farmer Wrexham Pet Nov 6 Ord Nov 6
KING, JOHN, Middlesbrough, General Carrier Middlesbrough Pet Oct 7 Ord Nov 5
KIRKLEY, JOSEPH JACKSON, Nelson, Lancs, Plumber Burnley Pet Nov 6 Ord Nov 6
LACY, JOHN, Belbroughton, Worcester, Farmer and Grocer Worcester Pet Nov 5 Ord Nov 5
LAWSON, TOM GEORGE, Manchester, Warehouseman Manchester Pet Nov 1 Ord Nov 5
LEACEY, JAMES STANLEY, Churchdown, Glos, Baker Gloucester Pet Nov 2 Ord Nov 2
LONG, ARTHUR GEORGE, Newcastle under Lyme, Licensed Victualler Hanley Pet Nov 4 Ord Nov 4
PILKINGTON, ALEXANDER, Blackpool, General Smallware Dealer Preston Pet Nov 5 Ord Nov 5
PORTLOCK, WALLACE MARK, Keighley, Coal Dealer Bradford Pet Nov 5 Ord Nov 5
POSTLEWHITE, JOSEPH, Manchester, Fancy Goods Dealer Scarborough Pet Nov 6 Ord Nov 6
PRICE, HENRY HERBERT, John st, Bedford row, Solicitor High Court Pet Aug 15 Ord Nov 6
ROBERTS, EDWIN INWOOD, Downhills Park rd, West Green Grocer Edmonton Pet Nov 6 Ord Nov 6
ROLSTON, WILLIAM GEORGE, Cantley, Norfolk Norwich Pet Nov 4 Ord Nov 4
RYE, LYDIA, Ilford, Essex, Confectioner Chelmsford Pet Oct 7 Ord Nov 5
SHEPHERD, HERBERT, Ossett, Yorks, Hosier Dewsbury Pet Nov 5 Ord Nov 5
SHIPLEY, ENOCH, Daybrook, Notts, Lace Curtain Manufacturer Nottingham Pet Nov 6 Ord Nov 6
SMITH, ARTHUR THOMAS, Luton, Beds, Picture Frame Maker Luton Pet Nov 4 Ord Nov 4
TOCHATTI, ELISABET EMILY, Ravenscourt Park, Chiswick, Dancing Teacher High Court Pet Oct 12 Ord Nov 6
TOSELAND, WALTER, Kettering, Florist Northampton Pet Nov 5 Ord Nov 5
WEBB, GEORGE HISCOTT, Falmouth, Grocer Truro Pet Nov 4 Ord Nov 4
ZEROBI, CARL WOLDEMAR MATTHIAS, Fenchurch st High Court Pet Sept 23 Ord Nov 4

London Gazette.—TUESDAY, Nov. 12.

RECEIVING ORDERS.

DOLBY, GEORGE FREEMAN, Uppingham, Rutland, Bookseller Leicester Pet Nov 9 Ord Nov 9
FINCH, EDWARD, Shifnal, Salop, Timber Haulier Shrewsbury Pet Nov 8 Ord Nov 8
FITZGERALD, THOMAS EDWARD JOSEPH, Hare court, Temple High Court Pet May 29 Ord Nov 8
HANNAM, THOMAS, Leeds, Builder Leeds Pet Nov 9 Ord Nov 9
HUGHES, HENRY REES, Newbridge, Mon, Tailor Newport, Mon Pet Nov 9 Ord Nov 9
MILLS, JAMES, Blackpool Kendal Pet Oct 12 Ord Nov 7
MUXWORTHY, FRANCIS HENRY, Hoxton st, Hoxton, Clothier High Court Pet Nov 7 Ord Nov 7
NAYLOR, ERNEST JAMES, Parr, St Helens, Lancs, Journeyman Clogger Liverpool Pet Nov 9 Ord Nov 9
OXLEY, MARY ABIGAIL and JACOB CHARLES OXLEY, Hunslet Leeds, Boiler Makers Leeds Pet Nov 6 Ord Nov 6
PALMER, GEORGE, Poole, Dorset, Plumber Poole Pet Nov 7 Ord Nov 7
PERKINS, GUY, Madeira rd, Streatham Wandsworth Pet Oct 17 Ord Nov 7
RANSOM, PERCY KEMP, Dover, Grocer Canterbury Pet Nov 9 Ord Nov 9
ROBINSON, JOHN, Sheringham, Norfolk, Painter Norwich Pet Nov 8 Ord Nov 8
ROBINSON, JOSEPH HOWARD, St Michael's on the Wyre, Lancs, Labourer Preston Pet Nov 9 Ord Nov 9
SHAW, RICHARD and TOM SHAW, Kingston upon Hull, Butchers Kingston upon Hull Pet Nov 9 Ord Nov 9
SHEFFIELD, THOMAS ARNOLD, Keadby, Lincoln, Merchants' Clerk Sheffield Pet Nov 8 Ord Nov 8
SMITH, JAMES, Derby, Coal Dealer Derby Pet Nov 7 Ord Nov 7
STAPLES, EDWARD CLEMENT, Leeds, Pork Butcher Leeds Pet Nov 9 Ord Nov 9
STEPHENS, DAVID JOHN, Brynmawr, Brecknockshire, Draper Tredegar Pet Oct 19 Ord Nov 5
STILES, THOMAS, Blythe rd, West Kensington, Butcher High Court Pet Oct 14 Ord Nov 7
SUMNER, ORLANDO, Victoria st, Westminster High Court Pet Aug 21 Ord Nov 7
THORNE, WILLIAM, West Bagborough, Somerset, Farmer Taunton Pet Oct 28 Ord Nov 9
WATKINS AND LANE, Aberdare, Bakers Aberdare Pet Oct 23 Ord Nov 7
WHITE, JESSIE, Hemel Hempstead, Herts St Albans Pet Nov 7 Ord Nov 7
WILSON, WALTER, Crosby, Lincs, Painter Great Grimsby Pet Nov 6 Ord Nov 6

FIRST MEETINGS.

ATKINSON, ARTHUR HERBERT, Easington, Yorks, Builder Nov 20 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
BASSETT, MADELINE, Oxford Nov 20 at 12 1, St Aldate's Oxford
FARRAND, THOMAS HENRY, Mansfield, Notts, Confectioner Nov 20 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
FINCH, EDWARD, Shifnal, Salop, Timber Haulier Nov 23 at 11.30 Off Rec, 22, Swan hill, Shrewsbury
FITZGERALD, THOMAS EDWARD JOSEPH, Hare ct, Temple Nov 20 at 11 Bankruptcy bldgs Carey st
FRETWELL, HAROLD, Rotherham, Yorks, Solicitor Nov 20 at 11.30 Off Rec, Figtree ln, Sheffield
GANN, HERBERT, Teignmouth, Shipbuilder Nov 22 at 11.30 Off Rec, 9, Bedford circus, Exeter
GILL, HENRY, Birmingham, Smallholder Nov 20 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
HARRIES, JOHN, Swansea, Grocer Nov 21 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
HOLDEN, GEORGE ARTHUR, Bury, Fish Dealer Nov 20 at 3 County Court House, Victoria st, Blackburn
JOHN, SAMUEL LEWIS, Caerau, nr Bridgend, Fishmonger Nov 20 at 3 117, St Mary st, Cardiff
JONES, JOHN ROBERT, Llangwm, Denbigh, Farmer Nov 22 at 3 Owen Glyndwr Hotel, Corwen
LEACEY, JAMES STANLEY, Churchdown, nr Cheltenham, Baker Nov 21 at 11.30 Off Rec, Station rd, Glos
MUXWORTHY, FRANCIS HENRY, Hoxton st, Hoxton, Clothier Nov 20 at 11.30 Bankruptcy bldgs, Carey st
NICHOLSON, JOHN, HENRY, Bridlington Yorks, Stationer Nov 20 at 11.30 Off Rec, 48, Westborough, Scarborough
OXLEY MARY ABIGAIL, and CHARLES JACOB OXLEY Hunslet, Leeds, Boiler Makers Nov 20 at 3 Off Rec, 24, Bond st, Leeds
PALMER, GEORGE, Poole, Dorset, Plumber Nov 20 at 2.30 Arcade chmbrs (first floor), Bournemouth
PERKINS, GUY, Madeira rd, Streatham Nov 20 at 11.30 132, York rd, Westminster Bridge rd
PHILLIPS, M & SON, Manchester, Tailors Nov 20 at 3 Off Rec, Byrom st, Manchester
PILKINGTON, ALEXANDER, Blackpool, General Smallware Dealer Nov 20 at 11 Off Rec, 13, Winckley st, Preston
POULTON, FAVILLE CLEMENT, Eccles, nr Manchester, Engineer Nov 21 at 3 Off Rec, Byrom st, Manchester
PRIKLER, WILLIAM, South Godstone, Surrey, Farmer Nov 20 at 11 132, Yord rd, Westminster Bridge rd
ROBINSON, JOSEPH HOWARD, St Michaels on Wyre, Lancaster, Labourer Nov 20 at 11.30 Off Rec, 13, Winckle st, Preston
ROLSTON, WILLIAM GEORGE, Cantley, Norfolk Nov 22 at 12.30 Off Rec 8, King st, Norwich
RUSSELL, CHARLES, Whopstead, Suffolk, Farmer Nov 20 at 3.30 Angel Hotel, Bury St Edmunds
SHEPHERD, HERBERT, Ossett, Yorks, Hosier Nov 20 at 3 Off Rec, Bank chmbrs, Corporation st, Dewsbury
SMITH, ARTHUR THOMAS, Luton, Beds, Picture Frame Maker Nov 21 at 12 Off Rec, The Parade, Northampton
SMITH, JAMES, Derby, Coal Dealer Nov 20 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham
SOUTHGATE, CHARLES FRANCIS, Coleherne ct, South Kensington, Solicitor Nov 20 at 12 Bankruptcy bldgs, Carey st
STEPHENS, DAVID JOHN, Brynmawr, Brecknock, Draper Nov 20 at 11 Off Rec, 144, Commercial st, Newport, Mon
STILES, THOMAS, Blythe rd, West Kensington, Butcher Nov 21 at 11 Bankruptcy bldgs, Carey st
SUMNER, ORLANDO, Victoria st, Westminster Nov 21 at 12 Bankruptcy bldgs, Carey st
TOSELAND, WALTER, Kettering, Florist Nov 21 at 11.30 Off Rec, The Parade, Northampton
WATKINS, ERNEST EZEKIEL, and LANE, ANDREW CHARLES, Aberdare, Bakers Nov 22 at 12 Temperance Hall, Aberdare
WEBB, GEORGE HISCOTT, Falmouth, Grocer Nov 20 at 12 Off Rec, 12, Princes st, Truro

ADJUDICATIONS.

BARON, SOL, Argyle pl, Regent st High Court Pet Sept 9 Ord Nov 9
CLEGG, JOSHUA, Heaton Park, nr Manchester, Contractor Salford Pet Oct 1 Ord Nov 7
COKE, REGINALD GREY, St James' st High Court Pet Oct 11 Ord Nov 7
DOLBY, GEORGE FREEMAN, Uppingham, Rutland, Bookseller Leicester Pet Nov 9 Ord Nov 9
FINCH, EDWARD, Shifnal, Salop, Timber Haulier Shrewsbury Pet Nov 8 Ord Nov 8
HANNAM, THOMAS, Headingley, Leeds, Builder Leeds Pet Nov 9 Ord Nov 9
HUGHES, HENRY REES, Newbridge, Tailor Newport, Mon Pet Nov 9 Ord Nov 9
LENNARD, JOHN MILNER, Leadenhall st High Court Pet Aug 28 Ord Nov 7
MAXWELL, FRANCIS JOHN WILLIAM, Trevor sq, Knightsbridge High Court Pet Sept 4 Ord Nov 9
MOSES, MORRIS HARRIS, Goswell rd High Court Pet Sept 23 Ord Nov 9
MUXWORTHY, FRANCIS HENRY, Hoxton st, Hoxton, Clothier High Court Pet Nov 7 Ord Nov 7
NAYLOR, ERNEST JAMES, St. Helens, Journeyman Clogger Liverpool Pet Nov 9 Ord Nov 9
OXLEY, MARY ABIGAIL, and JACOB CHARLES OXLEY, Hunslet, Leeds, Boiler Makers Leeds Pet Nov 6 Ord Nov 6
PRIKLER, WILLIAM, South Godstone, Surrey, Farmer Croydon Pet Oct 11 Ord Nov 9
RANSOM, PERCY KEMP, Dover, Grocer Canterbury Pet Nov 9 Ord Nov 9
ROBERTS, GERAINT, Penygroes, Carnarvon, Draper Bangor Pet Oct 21 Ord Nov 9
ROBINSON, JOHN, Sheringham, Norfolk, Painter Norwich Pet Nov 8 Ord Nov 8
ROBINSON, JOSEPH HOWARD, St Michaels on the Wyre, Lancs, Labourer Preston Pet Nov 9 Ord Nov 9
SHAW, RICHARD and TOM SHAW, Kingston upon Hull, Butchers Kingston upon Hull Pet Nov 9 Ord Nov 9
SMITH, JAMES, Derby, Coal Dealer Derby Pet Nov 7 Ord Nov 7
STANILAND, ARTHUR J, Eakring, Notts, Farmer Nottingham Pet Oct 30 Ord Nov 8
STAPLES, EDWARD CLEMENT, Leeds, Pork Butcher Leeds Pet Nov 9 Ord Nov 9
STEPHENS, DAVID JOHN, Brynmawr, Brecknockshire Draper Tredegar Pet Oct 19 Ord Nov 7
VILLIERS, CHARLES SHARPE, Bridge av mans, Hammersmith High Court Pet Aug 24 Ord Nov 7
WHITE, JESSIE, Hemel Hempstead, Herts St Albans Pet Nov 7 Ord Nov 7
WILSON, WALTER, Crosby, Lincs, Painter Great Grimby Pet Nov 6 Ord Nov 6